



SC BUDGET AND CONTROL BOARD  
PROCUREMENT SERVICES DIVISION

# **PROCUREMENT COMPENDIUM**

## **A COMPENDIUM OF STANDARDIZED CLAUSES COMMONLY USED BY THE INFORMATION TECHNOLOGY MANAGEMENT OFFICE & THE STATE PROCUREMENT OFFICE**

**Version 1.1 (Interim Revision)  
(Released April 2014)**

**[These clauses have been tailored for use in procurements conducted pursuant to the South Carolina Consolidated Procurement Code by ITMO or SPO.]**

This document does not create a binding procedure or create rights or obligations for or against the state. Rather, this document provides recommendations to assist state Procurement Officers in fulfilling their responsibilities.

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## **BACKGROUND**

This document resulted from an effort to standardize our most commonly used provisions and clauses. The goal of the effort was to facilitate efficiency, quality control, and training.

The provisions and clauses appearing in this compendium have been approved for use by any Procurement Officer employed by the State Procurement Office or the Information Technology Management Office. THIS COMPENDIUM IS NOT A SUBSTITUTE FOR YOUR PROFESSIONAL JUDGMENT OR LEGAL ADVICE.

## **USER INFORMATION & INSTRUCTIONS**

Every solicitation issued by ITMO or SPO must include the following exactly as they appear in this document: the Cover Page, Page Two, the Instructions to Offerors – General Instructions, and the Terms and Conditions – General. In addition, every solicitation must be organized in accordance with the Uniform Solicitation Format (see below). Solicitations conducted under 11-35-1529 (reverse auction), -1550 (small purchase), -1560 (sole source), -1570 (emergency), & -1575 (procurements at auction) are exempt from these two requirements.

Except as provided above, Procurement Officers may alter any clause. However, Procurement Officers are encouraged to consult with a supervisor, Chief Procurement Officer, or legal counsel before altering any form, provision or clause.

All of the provisions and clauses in this document have a unique title. Many of them have a parenthetical date appearing immediately after the title, e.g., "AWARD NOTIFICATION (AUG 2004)." Any time any provision or clause is revised, a new date will be assigned. These conventions allow those familiar with them to avoid rereading every provision or clause each time it is encountered. ACCORDINGLY, DO NOT INCLUDE EITHER THE TITLE OR THE PARENTHETICAL DATE UNLESS YOU ARE USING THE TEXT EXACTLY AS IT APPEARS HEREIN!

## **GUIDANCE**

Many of the provisions and clauses in this document are accompanied by guidance regarding when and how the provision or clause should be used. This guidance appears next to the relevant clause.

## **UNIFORM SOLICITATION FORMAT**

The following outline has been adopted by SPO and ITMO to standardize the organization of all solicitation documents used in procurements exceeding the small purchase threshold. Use of this format is mandatory.

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

Each item in the outline must be used in the solicitation document as a header for the appropriate contents of the solicitation. The clauses in this document have been organized according to this outline. For example, clauses that should appear under the heading “VI. Award Criteria” will appear in Part 6 of this document.

## **GUIDANCE ON THE UNIFORM SOLICITATION FORMAT**

Most South Carolina state agencies use a computer system to automate critical back-office functions such as procurement, payroll, and employee leave. The software that drives this system was licensed from a company named SAP. The product is SAP’s ERP software, which is SAP’s enterprise resource planning package. “SCEIS” is an acronym for South Carolina Enterprise Information System, which is South Carolina’s version of the SAP product. Document Builder is the subsystem of SCEIS that automates the solicitation-building process outlined in this document. Most references to SCEIS are references to the Document Builder subsystem.

### Cover Page

- (a) Header Block: This block identifies the chosen source selection method, e.g., Invitation for Bids, Request for Proposals, or Best Value Bid, and provides the Procurement Officer’s name and contact information.
- (b) Description: This block provides a brief description of the solicitation. The description should mirror the description used in SCBO. Your description should be a brief phrase that accurately identifies the supply or service to be acquired. You can elaborate on the description in your Scope of Services section.
- (c) Using Governmental Unit: This block identifies the name of the agency for which the procurement is being conducted. If you have more than one agency, select one of the following two phrases, as appropriate:
  - “Statewide Term Contract”
  - “Multi-Agency (See Part I., Scope of Solicitation, for a complete list of Using Governmental Units)”

If “Multi-Agency” is selected, the Procurement Officer must include a complete list of Using Governmental Units in Part I, Scope of Solicitation.
- (d) Submit Offer By: This block provides the date and time selected for opening.
- (e) Number of Copies to be Submitted: This block identifies the number of copies an offeror should submit. Use one of the following choices from the dropdown menu in SCEIS. The Procurement Officer must insert a numeral for the “x” in either phrase.
  - (1) “One (1) original and (x) copies”
  - (2) “One (1) original and (x) copies (marked ‘copy’)”
  - (3) “One original in hard copy and (x) electronic copies (format specified herein)”
  - (4) “(x) identical electronic copies”
  - (5) “Upload one copy to the URL provided below”
- (f) Questions Must be Received By: This block identifies the date by which questions must be received. If you leave this blank, the Questions from Offerors provisions provide a default of five days prior to opening.
- (g) Award & Amendment: This block identifies the date that the award or notice of intent to award will be posted.

- (h) Conference Type: This block appears on the cover page of all procurements. If there is no conference, the phrase “None - Not Applicable” should be inserted next to “Conference Type”. In the rare circumstance that you input multiple dates into SCEIS for multiple conferences, you will, below the “Date and Time” line, insert the phrase “Additional Conferences Are Scheduled. See Part II.B.” For all conferences, SCEIS will also insert the address the Procurement Officer previously selected.
- (i) Bid Acceptance Period: Immediately above the signature block, the Cover Page includes the following phrase: “You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.” The Procurement Officer should adjust the minimum as appropriate for the solicitation. If you are buying a commodity with a volatile price, 30 days may be too long. If you are doing a solutions based RFP for which price volatility is not an issue and you require 45 days just for the evaluation, 30 days may be too short. Thirty days is the default.
- (j) Addresses: This block only appears in the Cover Page used by MMO. This block identifies the address to which bids or proposals must be submitted if not submitted via SCEIS.

## Page Two

Page Two is a new standard second page to all solicitations. If you determine that preferences do not apply to the solicitation, include the phrase “PREFERENCES DO NOT APPLY” in red letter text at the end of both Preferences blocks.

### I. Scope of Solicitation

- (a) Brief Description: This section exists to provide a very brief introduction into the purpose of the solicitation. Ordinarily, the information provided in this section would be limited to a brief overview of the products or services to be acquired and which elaborates on the description appearing on the cover page. Often this information will be custom drafted.

Special Instructions on Statewide Term Contracts: The Procurement Officer must draft appropriate text for the “Scope” part of the solicitation that carefully defines the parameters of a statewide term contract. The clause entitled “Statewide Term Contract – Scope” provides that the scope of the statewide term contract is defined by the brief description included in this part of the solicitation.

- (b) Maximum Contract Period: You may include a Maximum Contract Period here; however, you should add a notation that the dates provided are proposed dates only. (A Maximum Contract Period is not appropriate for one-time buys.) To help you, assorted clauses are available on this point.
- (c) Budget Maximums: Budget maximums are discouraged. If a budget estimate or maximum is stated, that information would go here. To help you, assorted clauses are available on this point.

### II.A. Instructions to Offerors – General Instructions

These clauses are used, as a group, in all competitive procurements involving a written solicitation. For acquisitions above the small purchase threshold, their use is mandatory. These clauses provide basic instructions to the vendor community regarding how to respond and how the process will be conducted. They provide a baseline set of procedures. Additions to or modifications of these baseline procedures are affected by adding provisions to the section labeled: II. Instructions to Offerors – B. Special Instructions.

**Definitions:** Learn the definitions. To facilitate clarity and consistency, the definitions in Part II.A., Instructions to Offerors – General Instructions, should be used, as appropriate, in all clauses you custom draft. In other clauses, do not substitute new terms for defined terms. For example, the terms “State,” “Using Governmental Unit,” and “Ordering Entity” have been defined. The name of a particular agency, say DOT, should not be substituted for the term “State.” Likewise, the term “agency” should not be used at all. Rather, use the term “State,” “Using Governmental Unit,” or “Ordering Entity” as appropriate.

## II.B. Instructions to Offerors – Special Instructions

This section should be used to either add to or modify the baseline procedures established by the general instructions stated in the section labeled: II. Instructions to Offerors – A. General Instructions. The clauses in this category represent those clauses used frequently. The circumstances of any given procurement may warrant drafting a unique clause that differs from those available here.

**Mandatory Pre-Opening Conferences:** Requiring attendance at conferences prior to opening can substantially limit competition. In addition, mandatory attendance has limited benefits. First, offerors can be bound by the information they would acquire, whether or not they attend. Second, offerors can send a straw man - untrained staff that attends only to meet the requirement, but that does not benefit from attendance. Before a pre-opening conference can be made mandatory, the requirements of Regulation 19-445.2042 must be met. This requirement applies equally to a solicitation for competitive sealed proposals. R. 19-445.2095(H)(1).

## III. Scope of Work / Specifications

- (a) This section should contain any specifications for a commodity that are not directly included in the bid schedule. This section should also contain the scope of work for a services contract. Some paragraphs, e.g., performance bonds, insurance, delivery, may be appropriately placed in either this section or the section labeled VII. Terms and Conditions – B. Special. Each Procurement Officer will have to exercise their professional judgment. If the specifications are very limited and contained completely within the Bidding Schedule, it may be appropriate to leave this section blank, except for a clause that states “See attached Bidding Schedule,” or as appropriate, “See attached Price Proposal Form.”
- (b) Frequently used clauses have been included in this category. However, these clauses are not appropriate for all situations.

## IV. Information for Offerors to Submit

As appropriate, use this space to: (a) summarize and cross-reference to the other portions of this solicitation that call for offerors to submit documentation or information, (b) request information that will be used for evaluation, if that information has not been requested elsewhere, and (c) request information that does not fit appropriately in another section, e.g., information regarding minority subcontractors, or information on contractor's use of off-shore subcontractors. To help you, assorted clauses are available on this point.

## V. Qualifications

Ordinarily, the Procurement Officer will include the basic clause entitled “Qualifications.” If specific information or documents are required, the clause entitled “Qualifications – Required Information” should be used. If the solicitation will be establishing mandatory minimum requirements for experience or other qualifications, the Procurement Officer should use the clause labeled “Qualifications – Mandatory Minimum.” Using this clause should be the exception, rather than the rule. Potentially, all three could be used.

Part 5, Qualifications, should NOT include post-award performance obligations. This area is only for requesting information or documentation that will be used to determine responsibility. For example, the following statement is a performance obligation that should appear in Part 3 (Scope of Work / Specifications), not a responsibility requirement for Part 5: “Contractor must maintain a service organization in Spartanburg adequate to service this contract.”

Do not simply cross reference to Part 3 (Scope of Work / Specifications) or Part 4 (Information for Offerors to Submit)!



**Requesting References:** Consider the following statement: “References: Offeror shall provide the names and contact information of three businesses for which contractor has provided, during the last three years, similar services for at least one year.” Assume the low bid is from a highly qualified firm that did not provide but two references. Must the bid be rejected? On one hand, the failure to provide references is a minor informality, which can be waived or corrected. Section 11-35-1520(13)(j) (identifying “failure of a bidder to furnish references” as a minor informality). On the other hand, failure to meet a mandatory minimum experience requirement requires rejection. When the two are drafted together, the confusion is obvious. You should not use a request for references to establish mandatory minimum qualifications. Use the recommended clauses in Part 5 to help avoid this problem.

**Pre-Award Responsibility Requirement v. Post-Award Performance Obligation:** Solicitations often fail to take this distinction into consideration. To illustrate, consider the following statement: “Qualifications: Offeror shall have no less than ten licensed nurses on staff.” Taken alone, this requirement probably creates a pre-award responsibility criteria, not a post-award performance obligation. As written, the successful offeror could have ten licensed nurses on staff the day of award and fire three of them the next day. Moreover, by eliminating any offeror with less than ten licensed nurses on staff, the solicitation has restricted competition; a very qualified firm that recently lost one of its ten long-term nurses might be disqualified, while a new firm that just hired ten new graduates would qualify. Either way, the requirement has done nothing to guarantee that the firm will maintain that staffing level. In contrast, the solicitation could have said nothing about pre-award qualifications (opening competition), but could have created an enforceable performance obligation. For example, the solicitation could have stated that “At all times during the term of this contract, contractor shall employ no less than ten full-time, properly licensed, registered nurses.”

Legal Commentary: Regarding the distinction between definitive responsibility criteria and contractual performance obligations, see *Hettich GmbH and Co., KG*, B-224,267, 1986 WL 64262, at 2 (Comp. Gen. October 24, 1986) (“Definitive responsibility criteria are specific and objective standards, established by an agency for a particular procurement, for use in measuring an offeror’s ability to perform the contract; these special standards establish a precondition to award. Definitive responsibility criteria limit the class of offerors to those meeting specified qualitative and quantitative qualifications that the agency determines are necessary for adequate contract performance. Thus, definitive responsibility criteria involve a bidder’s eligibility for award and not its performance obligations under the contract. In a strikingly similar case, *Johnson Controls, Inc.*, B-200466, Feb. 20, 1981, 81-1 CPD 120, the solicitation required that service personnel employed by the successful contractor for the repair and maintenance of a highly complex energy management and control system “be certified by the manufacturer’s representative to be qualified to maintain the completely installed ... system.” We found that this provision did not constitute a definitive responsibility criterion. We stated that such provisions, which state how and by whom the work is to be accomplished, are performance requirements and are to be distinguished from requirements which are preconditions of award.... In our view, the cited RFP provisions are merely part of the general specifications concerning performance (how and by whom the work is to be accomplished) and do not establish a precondition to award.”) (citations omitted).

**Experience of Staff v. Experience of Offeror:** Solicitations often state that offerors must meet certain minimum experience or qualification requirements. Applied literally, such statements are overbroad, unnecessarily restrict competition, and fail to consider the experience of the staff. For example, say John Doe has worked in Aiken for 25 years as the primary manager of ACME Janitorial Co.. He hired the janitors (many of whom come and go), acquired the supplies, and oversaw all operations. Mr. Doe moves to Columbia and opens his own business, Jan-Doe Cleaning, Inc. A requirement that offeror have 3 years experience might exclude Jan-Doe Cleaning, Inc., while allowing ACME Janitorial, Inc., which recently hired a new MBA with no management experience in the janitorial industry. In this scenario, the requirement did not serve its purpose – to acquire qualified vendors. Accordingly, if you create mandatory minimum qualifications, consider allowing an offeror to meet that requirement by relying on its staff.

Legal Commentary: Regarding the use of staff experience in determining responsibility, see *To the Nello L. Teer Company*, 1957 WL 1485, 36 Comp. Gen. 673, B- 130,910 (Comp.Gen. Mar 26, 1957) and *R. R. Mongeau Engineers, Inc.*, 1984 WL 44001, B- 213,330, 84-1 CPD P 333 (Comp.Gen., Mar 20, 1984) (We have recognized that an evaluation of a firm's corporate experience need not be limited to the time from which the corporation began its legal existence. See *Harry Kahn Associates, Inc.*, supra. It is not improper for an agency to consider the experience of a predecessor firm or of a corporation's principal officers which was obtained prior to the date the bidder was incorporated. In *Haughton Elevator Division, Reliance Electric Company*, supra, we held that experience gained by a corporation's officers before the date of the firm's incorporation could properly be considered by the contracting officer in making a determination whether the firm met an eligibility criterion which was similar to the eligibility criterion set forth in the present IFB.") (citations omitted).

**Subcontractor's Qualifications:** In determining whether an offeror is responsible, you may consider the qualifications of any applicable subcontractor identified in an offer. R. 19-445.2125(G).

Legal Commentary: See *Contra Costa Electric, Inc.*, 1981 WL 24308, B- 200,660, 81-1 CPD P 196 (Comp.Gen., Mar 16, 1981) (explaining that a prime contractor may meet an experience requirement by having previously performed the necessary work with its own organization or by using the subcontractors now proposed); *Hardie-Tynes Manufacturing Company*, 1990 WL 269557, 69 Comp. Gen. 359, B- 237,938, 90-1 CPD P 347 (Comp.Gen., Apr 02, 1990) ("The experience of a technically qualified subcontractor may be used to satisfy definitive responsibility criteria relating to experience for a prime contractor-bidder.")

#### VI. Award Criteria

- (a) This section should contain the criteria that will be used for determining award and the evaluation factors used in any evaluation. This section should not be used for requesting information or documentation.
- (b) Prior to drafting this section, you should **carefully** consider how the various possible responses will be evaluated.
- (c) IF YOU ASK FOR PRICING OR COST INFORMATION THAT WILL NOT BE USED EITHER TO DETERMINE THE LOW BID OR THE HIGHEST RANKED OFFEROR, STATE THAT FACT SPECIFICALLY. For example, if the price or cost of options on equipment is sought but will not be included in your evaluation, state something like "Option pricing will not be used to determine the lowest bidder. An offer may be rejected if option pricing is deemed unreasonable."

#### VII. A. Terms & Conditions - General

These clauses are used, as a group, in all competitive procurements involving a written solicitation. These clauses, which are applicable to all types of procurements, regardless of source selection method or item to be acquired, provide basic contract clauses regarding the contractor's *post-award performance obligations*. Additions to these baseline clauses should be included in the section labeled VII. B. Terms and Conditions - Special.

#### VII. B. Terms & Conditions - Special

These clauses are used as needed. The Procurement Officer must exercise professional judgment when deciding to include one of the following clauses. Guidance specific to each clause is provided in the table below.

#### VIII. Bid Schedule / Price-Business Proposal

- (a) If you have a bid schedule, place it here.
- (b) If you are including price as an initial evaluation criteria, request pricing information here.

- (c) If you seeking a business proposal (which includes pricing information, but not as a separate evaluation factor), request that business proposal here.
- (d) If you are not requesting any pricing information, include a statement that this section has been intentionally left blank.

## **ASSORTED GUIDANCE**

### Awards & Intent to Award

Every award or intent to award shall be titled either “Award” or “Statement of Award,” even if the document is used to suspend, reinstate, cancel or terminate an award, contract, or solicitation.

Protest Rights: Section 11-35-1520(10) mandates that every award or intent to award must contain a statement of the bidders right to protest (unless the amount of the award is \$50,000 or less, Section 11-35-4210(1)(d)). Section 11-35-4210(8) mandates that every award or intent to award must contain the address of the appropriate Chief Procurement Officer.

Maximum Contract Period (Guidance For Contracts Other than a One Time Buy): As standard practice, a document labeled “Intent to Award” is issued for all contracts with a total or potential value of \$100,000 or more. As stated on its face, this document “becomes the official statement of award effective [on a date specified], unless otherwise suspended or canceled.” For contracts with a total or potential value of less than \$100,000, a document labeled “Statement of Award” is issued. Once the official statement of award is effective, contract formation has occurred. However, the effective date of award may or may not coincide with the contract period (though it usually does). As provided in the clause entitled “Term of Contract – Effective Date / Initial Contract Period”, the effective date of a contract is the first day of the Maximum Contract Period as specified on the final statement of award. Accordingly, you should specify the Maximum Contract Period on all award statements.

### Cancellation of Solicitation

Pre-Opening: If a solicitation is terminated prior to opening, notice of this action should be provided by issuing a final “amendment”. [For SCEIS users: After a “no award” solicitation amendment is issued, you must return to both the requisition and solicitation header page, and change the “status” indicator from “active” to “no award”. Failure to do so disrupts SCEIS’s reporting capability.]

Post-Opening: Terminating a solicitation after opening requires a written determination that satisfies the requirements of Regulation 19-445.2065 (IFB) or Regulation 19-445.2097 (RFP), as applicable. If a solicitation is terminated after opening, notice of this action should be provided by issuing an award or intent to award statement (not a document labeled “No Award”). The statement should include both (a) the following subheading: “Notice of Cancellation of Solicitation,” and (b) either a copy of the written determination or notice that a written determination has been made and is available upon request. Clauses under the Award part of this compendium provide assorted appropriate clauses.

### Cancellation of Award

After an award or intent to award has been issued, it may be cancelled prior to the beginning of contract performance, but only in accordance with R. 19-445.2085(C). The cancellation must be justified by a written determination. Only a Chief Procurement Officer may order such a cancellation. If a procurement activity is terminated after posting of the intent to award, but prior to final award, the termination should be effectuated by re-posting your award statement, annotated with the appropriate clause to reflect its cancellation and including either the CPO’s written determination under R. 19-445.2085(C) or a URL reflecting where it is posted. If the award is cancelled after it goes final (which will be extraordinarily rare), you need take no action in SCEIS. The CPO will issue a written order and send it to the awarded vendor.

### Referring to Web Sites / Uniform Resource Locators

In preparing your solicitation, do not reference information posted on the internet unless the web site is maintained by your organization and you have a procedure in place to ensure the availability of that information for the duration of the contract. This guidance does not address posting solicitation documents on the internet.

### Cost v. Price

When drafting your solicitation, be cognizant of the difference between cost and price. Cost is “actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the vendor.” In contrast, price is “the total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.” National Association of Governmental Purchasing, Inc., Dictionary of Purchasing Terms 22 & 62 (5th ed. 1998).

## **GUIDANCE ON STANDARD FORMS & APPENDICES**

Appendices A, C, & D, Cover Pages MMO and Page Two: For guidance on these appendices, please see the guidance above under the heading Guidance on the Uniform Solicitation Format.

Appendix E, Change Order Form: Use of this form is mandatory. Use this form for all post-award modifications to a contract.

Appendix F, Record of Negotiations: Use of this form is mandatory. Sections 11-35-1520(10) and 11-35-1530(8) authorize certain negotiations. Use this form to memorialize any agreement regarding a change in either the state’s or the vendor’s contractual obligations..

Appendix G, Instructions for Submitting Cost-Price Data (Table 15-2): For guidance on this appendix, please see the guidance that accompanies the clause entitled Pricing Data – Audit – Inspection.

Appendix H, Instructions for Non-Resident Taxpayer Registration & I-312: For guidance on this appendix, please see the instructions appearing in the form.

Appendix I, Offeror’s Checklist: This form was drafted several years ago to help avoid defective bids and proposals. Use is optional.

Appendix J, Standard Equipment Agreement: Always use this form in conjunction with the clause in Part 2B entitled Lease Form – Questions. This form must be used as required by Regulation R.19.445.2152(B)(1) and in Section 11-35-2010(2). By 2001 Act. No. 67, South Carolina adopted new Article 2A – Leases of the Uniform Commercial Code. This law is codified in Title 36, Chapter 2A and governs the leasing of personal property, such as equipment. In light of these changes, ITMO and SPO plan to revise the Standard Equipment Agreement. This process has not begun.

Appendix K, Sample Low Bid Formulas: Usually, the results of a competitive sealed bid are determined by simply comparing a single price offered by each bidder. In some procurements, however, the “price” bid requires some formula or calculation. In conjunction with the clause entitled “Calculating the Low Bid”, several sample low bid formulas have been included to illustrate this concept. Those examples appear in Appendix K. Please also see the guidance above under the heading “VI. Award Criteria”.

Appendix L, SCEIS Dialog & Decision Tree: Rough Draft Only. This appendix is an outline of questions that parallel those encountered when using Document Builder’s Dialog. Each question is accompanied by the answers SCEIS allows a user to select. Each selection identifies the clauses included if that selection is chosen.

Appendices M & N, Award Statement & Notice of Intent to Award: Use of these forms is required.

A review of section 11-35-1520(10) suggests that, when applicable, the State will post two different documents: one giving notice of the State's intention to award a contract and another giving notice that the State is or has awarded a contract. However, the statute does not require any particular form or wording. Rather, the statute requires only that notice of certain information is provided. As a matter of practice, the State ordinarily posts only one document for each procurement. For contracts with a value less than \$100,000, the State usually posts a document denominated as an "Award Statement" or a "Notice of Award". These documents are normally signed by the responsible procurement officer and may constitute the State's acceptance of a vendor's offer. For contracts with a value of \$100,000 or more, the State usually posts a document denominated as a "Notice of Intent to Award". The current form, which has been used for many years, explains that, eleven days after the date it is posted, the Notice of Intent to Award "becomes" an award and serves as notice of the award. Regardless of which document is posted, the protest period begins with its posting.

Appendix P, List of Clauses : This appendix contains a complete listing of all the clauses appearing in SCEIS. The clauses appear in the same order as they appear in both this compendium and in SCEIS.

Appendix – Q, Compendium Change Log: Version 1.0 of this Compendium was issued in Draft form in February 2006. Since that time, the Automated Procurement System used by Procurement Services has been replaced with SCEIS. In addition, numerous clauses first published in 2006 have been revised. This appendix is a table that identifies every change made to every clause since the Compendium was first issued.

Appendix – R, User-Selected Clauses: As discussed in the "Explanation of Columns" appearing in Appendix P, each clause in SCEIS has an Inclusion Attribute of either "Automatic," "Dialog," or "Manual." Clauses having a manual inclusion attribute will not be included or excluded based on the Procurement Officer's response to Document Builder's Dialog. Rather, manual clauses will be included in a solicitation only if the procurement officer manually adds the clause to the solicitation.

### **DISTRIBUTION OF THIS COMPENDIUM**

This compendium will be maintained jointly by the State Procurement Office and the Information Technology Management Office. The most current release will be posted and maintained on the internet at [www.procurement.sc.gov](http://www.procurement.sc.gov).

### **VERSIONS OF AND REVISIONS TO THIS COMPENDIUM**

A unique version number will appear on the cover of each release of this compendium. The first number is the version number. The second number is the revision number. Versions will be updated by the intermittent release of interim revisions. Changes to clause text will be documented in Appendix Q, the Compendium Change Log.

Notice of Changes: Each time a new revision or version is issued, notice of the change will be posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) and communicated through SCAGPO, SCBO, and CIO Customer Newsletter.

We welcome comments and suggestions for changes in the Compendium. If you believe an existing clause should be revised, or a new clause included, please call Keith McCook at (803) 734-1261.

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# Table of Clauses

## EXPLANATION OF COLUMNS

**Column 1 – SCEIS Clause #:** This column provides an **abbreviated** version of the SCEIS Clause Number, a unique designation used by SCEIS to identify the clause. The numbers in this column contain three pieces of information. The first number (and letter, if Part 2 or Part 7) indicates the part of the Uniform Solicitation Format in which the clause appears. The next three digits identify the clause itself, within the USF Part. The suffix, following the dash character, serves special purposes within SCEIS such as versioning or ordering of clauses. Thus, Clause No. 1005-1 appears in part 1 of the solicitation; Clause No. 7B100-2 appears in part 7B of the solicitation; and so forth.

**Column 2 – Text of Clause:** This column represents the actual contents of SCEIS. It includes the Title and the date the clause first appeared in SCEIS in that form. The bracketed number at the end of the clause text is **the full** SCEIS Clause Number. It also signals the end of the contract or solicitation provision.

TYPICAL CLAUSE FORMAT (MAR 2005): Each clause, in this format (including full title and date) will appear in this column. [01-1111-1]

By convention, a clause that appears in this format (with a parenthetical date and bracketed clause number) has not been altered or modified. **IF YOU MUST MAKE CHANGES TO THE TEXT OF A SCEIS CLAUSE, OR ADD ADDITIONAL LANGUAGE, YOU SHOULD NOT INCLUDE EITHER THE CLAUSE DATE OR NUMBER IN THE MODIFIED CLAUSE.**

**Column 3 – Guidance on Use:** This column contains guidance offered by management to the procurement staff regarding use of a clause.

Clause #	Text	Guidance on Use
	<b>PART 1</b>	
1001	I. SCOPE OF SOLICITATION	Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. See guidance on the Uniform Solicitation Format at the beginning of this document.
1005-1	ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]	This clause is a very generic clause. Its purpose is only to inform Offerors at the beginning of the solicitation that the procurement both services and supplies.
1010-1	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]	This clause is a very generic clause. Its purpose is only to inform Offerors at the beginning of the solicitation that the procurement involves services only.
1015-1	ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed. [01-1015-1]	This clause is a very generic clause. Its purpose is only to inform Offerors at the beginning of the solicitation that the procurement involves supplies only.

Clause #	Text	Guidance on Use
1020-1	BUDGET – DESIRED RANGE (JAN 2006): The Using Governmental Unit seeks to incur costs in the following range: [01-1020-1]	Except in solutions based procurements, in which the scope of work is not concrete, use of this clause is discouraged. Use this clause to provide the vendors with an idea of the range the state is willing to spend.
1025-1	BUDGET ESTIMATE (JAN 2006): The estimated budget for this project is \$ Offers in excess of this amount may be considered. [01-1025-1]	Use of this clause is discouraged. In general, the state seeks to have Offerors price their work against the scope of services, not against the state's budget.
1030-1	BUDGET MAXIMUM (JAN 2006): The funds available for this project are limited to \$ . If the price you offer exceeds this amount, your offer will be rejected as non-responsive. [01-1030-1]	Use of this clause is discouraged. In general, the state seeks to have Offerors price their work against the scope of services, not against the state's budget. If an Offeror submits a price in excess off the stated maximum, the offer must be rejected as non-responsive.
1035-1	FUNDS NOT AVAILABLE (JAN 2006): The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. [01-1035-1]	Use of this clause is strongly discouraged. Use this clause only if the agency anticipates, but does not yet have, grant, appropriated, or other funds at the time the solicitation is issued.
1040-1	MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006): Start date: End date: . Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]	At the time of solicitation, agencies never know when the contract will actually begin. Often, evaluation takes longer than anticipated. Government politics can have an influence. Lastly, protests can delay an award. Occasionally, these delays result in emergency extensions to an existing contract. Accordingly, the solicitation specifies the maximum contract period to indicate both a desired start date and the maximum time for the contract.
<b>PART 2A</b>		
2A001	II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS	Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. See guidance on the Uniform Solicitation Format at the beginning of this document.
2A003-1	DEFINITIONS (JAN 2006): EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION. AMENDMENT means a document issued to supplement the original solicitation document. BOARD means the South Carolina Budget & Control Board. BUYER means the Procurement Officer. CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. CONTRACT See clause entitled Contract Documents & Order of Precedence. CONTRACT MODIFICATION means a written order signed by the Procurement	Mandatory for all solicitations. This clause should be the first clause in Part II.A.



Clause #	Text	Guidance on Use
	<p>Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.</p> <p>CONTRACTOR means the Offeror receiving an award as a result of this solicitation.</p> <p>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.</p> <p>OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.</p> <p>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.</p> <p>ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.</p> <p>PAGE TWO means the second page of the original solicitation, which is labeled Page Two.</p> <p>PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.</p> <p>YOU and YOUR means Offeror.</p> <p>SOLICITATION means this document, including all its parts, attachments, and any Amendments.</p> <p>STATE means the Using Governmental Unit(s) identified on the Cover Page.</p> <p>SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.</p> <p>USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].</p> <p>WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.</p> <p>[02-2A003-1]</p>	
2A005-1	<p>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: <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>(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.</p> <p>[02-2A005-1]</p>	<p>Mandatory for all solicitations and amendments. (APS users: no longer use the existing "amendments" clause for amendments.) This clause instructs the vendors how to acknowledge receipt and agreement with solicitation amendments.</p>

Clause #	Text	Guidance on Use
2A010-1	AWARD NOTIFICATION (NOV 2007): Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]	Mandatory for all solicitations.
2A015-1	BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]	Mandatory for all solicitations.
2A020-1	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]	Mandatory for all solicitations.
2A025-1	BID IN ENGLISH & 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]	Mandatory for all solicitations.
2A030-1	BOARD AS PROCUREMENT AGENT (JAN 2004): (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]	Mandatory for all solicitations.
2A032-1	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	Mandatory for all solicitations.

Clause #	Text	Guidance on Use
	<p>(iii) The methods or factors used to calculate the prices offered.</p> <p>(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</p> <p>(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.</p> <p>(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-</p> <p>(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</p> <p>(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];</p> <p>(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</p> <p>(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.</p> <p>(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]</p>	
2A035-1	<p><b>CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)</b></p> <p>(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-</p> <p>(i) Offeror and/or any of its Principals-</p> <p>(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;</p> <p>(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</p> <p>(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</p>	Mandatory for all solicitations.

Clause #	Text	Guidance on Use
	<p>(a)(1)(i)(B) of this provision.</p> <p>(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.</p> <p>(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).</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>[02-2A035-1]</p>	
2A040-2	<p>CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  <a href="http://www.scstatehouse.gov/code/statmast.php">http://www.scstatehouse.gov/code/statmast.php</a>  The South Carolina Regulations are available at:  <a href="http://www.scstatehouse.gov/coderegs/statmast.php">http://www.scstatehouse.gov/coderegs/statmast.php</a></p> <p>[02-2A040-2]</p>	Mandatory for all solicitations.
2A045-1	<p>COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]</p>	Mandatory for all solicitations.
2A047-1	<p>DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011): 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</p>	Mandatory for all solicitations.

Table of Clauses (APR 2014)

Clause #	Text	Guidance on Use
	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. [02-2A047-1]	
2A050-1	DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]	Mandatory for all solicitations.
2A065-1	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]	Mandatory for all solicitations.
2A070-1	DUTY TO INQUIRE (JAN 2004): Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]	Mandatory for all solicitations.
2A075-2	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]	Mandatory for all solicitations.

Clause #	Text	Guidance on Use
2A080-1	OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]	Mandatory for all solicitations.
2A085-1	PROTESTS (JUNE 2006): Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]	Mandatory for all solicitations.
2A090-1	PUBLIC OPENING (JAN 2004)) Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]	Mandatory for all solicitations not conducted under 11-35-1550.
2A095-1	QUESTIONS FROM OFFERORS (JAN 2004): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]	Mandatory for all solicitations.
2A100-1	REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]	Mandatory for all solicitations.
2A105-1	RESPONSIVENESS/IMPROPER OFFERS (JAN 2004): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.	Mandatory for all solicitations.



Clause #	Text	Guidance on Use
	<p>(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)]</p> <p>(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].</p> <p>(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.</p> <p>[02-2A105-1]</p>	
2A110-1	<p>RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award. [02-2A110-1]</p>	Mandatory for all solicitations.
2A115-1	<p>SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by</p>	Mandatory for all solicitations.

Clause #	Text	Guidance on Use
	an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]	
2A120-2	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: <a href="http://scemd.org/index.php/departments/response/severe-winter-weather">http://scemd.org/index.php/departments/response/severe-winter-weather</a> [02-2A120-2]	Mandatory for all solicitations.
2A125-1	SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> ) 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	Mandatory for all solicitations.



Clause #	Text	Guidance on Use
	amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]	
2A130-1	SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004): (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]	Mandatory for all solicitations.
2A135-1	TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-	Mandatory for all solicitations.

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	2498. [02-2A135-1]	
2A140-1	<p>TAXPAYER IDENTIFICATION NUMBER (JAN 2004): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.</p> <p>(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.</p> <p>(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]</p>	Mandatory for all solicitations.
2A145-1	<p>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 <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> 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 <a href="http://www.scbos.com/default.htm">http://www.scbos.com/default.htm</a>) [02-2A145-1]</p>	Mandatory for all solicitations.
2A150-1	<p>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]</p>	Mandatory for all solicitations.
	<b>PART 2B</b>	
2B001	II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS	Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. See guidance on the Uniform Solicitation Format at the beginning of this document.
2B005-1	SECTION NOT APPLICABLE INTENTIONALLY OMMITTED	Use this clause if you have no special instructions.

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2B010-1	BID BOND (JAN 2006): Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check. The amount of surety shall be five per cent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to the Using Governmental Unit. [02-2B010-1]	Optional. You should consult with senior staff or legal counsel before requiring a bid bond. Bid bonds are ordinarily appropriate only for competitive sealed bids and fixed price bids of substantial importance to the State.
2B015-1	BOARD APPROVAL REQUIRED (JAN 2006): Any award is subject to prior approval by the Budget and Control Board. Board meetings are normally, but not always, held monthly. [02-2B015-1]	Optional. Use of this clause should be limited to those situations where the law requires the Board's approval for some aspect of the procurement AND that approval has not been given prior to issuance of the solicitation.  Ordinarily, approval for the use of contracts in excess of seven years should be sought prior to issuance of the solicitation. See Section 11-35-2030(4).  Regarding approval for contracts involving a lease of real property, contact the Budget & Control Board's Office of General Services.
2B020-1	CONFERENCE – PRE-BID/PROPOSAL – MANDATORY (JAN 2006): See Conference Pre-Bid/Proposal clause. Your failure to attend the conference shall result in rejection of your offer. Attendance will be evidenced by your representative's signature on the attendance roster. [02-2B020-1]	Optional. Use of this clause is strongly discouraged. Mandatory conferences restrict competition, increase costs for vendors, and may result in losing a desired vendor. [Many times, an incumbent – believing that their on-site presence excuses their attendance – have been excluded from participating.]  Do not publish the attendance roster in your amendments without approval of a supervisor. Doing so does not further any state goals and it helps vendors determine which competitors they are competing with, which does not help the state get the best offers.
2B025-1	CONFERENCE – PRE-BID/PROPOSAL (JAN 2006): Pre-Bid/Proposal Conference Date and Time: Location of Pre-Bid/Proposal Conference: Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the	Optional. Such conferences provide an opportunity for an interactive discussion regarding the state's requirements and any issues the vendors may have.  You should not agree to anything in such a conference. All answers should be memorialized in a written amendment.

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	<p>State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]</p>	
2B030-1	<p>CONTENTS OF OFFER - RFP - Solutions Based (JAN 2006): The following outline may be helpful in preparing your proposal. Your offer should address each of the areas outlined below (as applicable) and provide the information requested. As your offer will be evaluated based on the information you provide, failure to provide a complete and comprehensive presentation of your solution could negatively effect our evaluation of your offer.</p> <ol style="list-style-type: none"> <li>1. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the state's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants/subcontractors).</li> <li>2. Technical Overview: Your offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the current environment and scope of the project</li> <li>3. Detailed explanation of proposed solution               <ol style="list-style-type: none"> <li>3.1 Management                   <ol style="list-style-type: none"> <li>3.1.1 Implementation schedule                       <ol style="list-style-type: none"> <li>3.1.1.1 from contract formation to installation and acceptance</li> <li>3.1.1.2 installation, testing, and pilot, as appropriate</li> <li>3.1.1.3 detailed staffing deployment schedule</li> <li>3.1.1.4 milestones and deliverables</li> </ol> </li> <li>3.1.2 Project management practices, policies, and certifications</li> <li>3.1.3 Application development methodologies</li> <li>3.1.4 Subcontracting, outsourcing, offshore contribution (if any)</li> <li>3.1.5 Escalation policies, practices, and contacts</li> </ol> </li> <li>3.2 Technical. As appropriate, provide an explanation and/or information about the following, in detail:                   <ol style="list-style-type: none"> <li>3.2.1 Functional capabilities of the proposed solution, including all performance capabilities, specifications and response times.</li> <li>3.2.2 Technical information about proposed solution, including technical specifications of any proposed equipment or services</li> <li>3.2.3 Software, if any, including manufacturer, functional capabilities, warranties, support levels, and documentation (any applicable license agreements and documents reflecting offeror's authority to include such software).</li> <li>3.2.4 Services included in the proposal and otherwise available</li> <li>3.2.5 Environmental requirements for the proposed solution.</li> <li>3.2.6 Software development plan, interfaces documentation, data synchronization, and replication plans, etc.</li> </ol> </li> </ol> </li> </ol>	<p>Use of this clause is mandatory for ITMO Procurement Officers conducting a solutions based procurement.</p>

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	<p>3.2.7 Technical and operational manuals, by reference.</p> <p>3.3 Change Management. Who initiates change requests, what justifications and explanations are included, risks associated with change, approval process, etc.</p> <p>3.4 Installation and support.</p> <p>3.4.1 Installation -- provide detailed information on the installation requirements and schedule.</p> <p>3.4.2 Training -- explain any proposed training solution. Include plans for training new employees beyond the initial training cycle, employee readiness evaluations, training feedback, student-instructor ratios, duration of training, etc. Include plans for updating and maintaining training plans, system documentation, operational documentation, etc. For the duration of the implementation or term of the contract as appropriate. Include any other training solutions that are available.</p> <p>3.4.3 Support services including hardware and software maintenance include an explanation of any proposed support services including performance guarantees. Identify all proposed maintenance including a detailed explanation of response times. Include any forms or agreements.</p> <p>3.4.4 Data conversion requirements should include who is responsible for developing any data conversion programs, what the acceptable level of conversion, how many records are to be converted, who is responsible for entering any records that do not convert properly, etc.</p> <p>3.4.5 Service level agreements (SLA) with performance commitments. If appropriate, include industry standard response times and performance requirements for normal business processing and/or critical business processing as appropriate.</p> <p>3.4.6 Disaster recovery plans should be included, as appropriate.</p> <p>3.4.7 Back-up plans for proposed network, data, and systems outages and disruptions, if appropriate.</p> <p>3.4.8 Warranties -- include all functional, performance, and quality of workmanship warranties. Describe acceptable warranty performance specifications and warranty performance reporting to include number of calls, number and type of repairs and changes, etc.</p> <p>3.5 Intellectual property: explain the ownership rights to all proposed intellectual property.</p> <p>3.6 Staffing</p> <p>3.6.1 Contractor</p> <p>3.6.1.1 Key staff, their resumes, and areas of responsibility on this project</p> <p>3.6.1.2 Non-key staff, by number and areas of responsibility on this project</p> <p>3.6.1.3 State the number of state employees necessary and what training and skill levels are anticipated?</p> <p>3.6.2 Other -- are there any other staffing requirements?</p> <p>3.7 Business proposals</p> <p>3.7.1 Total cost of ownership -- provide anticipated cost of purchasing, owning, operating, maintaining, and supporting the proposed solution for the total potential term</p>	

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	<p>of the contract. Include a detailed accounting of the total cost of ownership.</p> <p>3.7.2 Risk analysis -- identify the internal and external factors could significantly impact the probability of completing this project on time and within budget</p> <p>3.7.3 Risk mitigation -- identify any actions that could be taken to mitigate the identified risks</p> <p>3.7.4 Risk sharing -- identify any opportunities for mutually beneficial risk sharing</p> <p>3.7.5 Performance incentives -- identify any opportunities for performance-based incentives</p> <p>3.7.6 Financing options -- identify any alternative financing options available to the state</p> <p>3.8 Offeror's Qualifications. Provide the information requested by the following provisions:</p> <p>Qualifications -- Required Information -- SB</p> <p>Subcontractor Identification</p> <p>[02-2B030-1]</p>	
2B035-1	<p>CONTENTS OF OFFER (RFP) - ITMO (JAN 2006): The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume. [02-2B035-1]</p>	<p>Use of this clause is mandatory for ITMO Procurement Officers conducting an RFP other than a solutions based procurement. sentence deleted because this instruction already covered in the magnetic media clause</p>
2B040-1	<p>CONTENTS OF OFFER (RFP) – SPO (JAN 2006): (a) Offers should be complete and carefully worded and should convey all of the information requested.</p> <p>(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.</p> <p>(c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.</p> <p>(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.</p> <p>[02-2B040-1]</p>	<p>Use of this clause is mandatory for SPO Procurement Officers conducting an RFP.</p>
2B045-1	<p>DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]</p>	<p>Optional.</p>
2B050-1	<p>DESCRIPTIVE LITERATURE – REQUIRED (JAN 2006): Your offer must include manufacturer's latest literature showing complete product specifications. [02-2B050-1]</p>	<p>Optional.</p>
2B055-1	<p>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</p>	<p>Appropriate for all solicitations.</p>



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	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]	
2B060-1	DISCUSSIONS & NEGOTIATIONS (NOV 2007): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(l)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]	Mandatory for all RFP solicitations.
2B065-1	LEASE FORM-QUESTIONS (JAN 2006): Use of the attached standard equipment agreement (form 80-SC-EL-1, revised 7/1/88) is required by Regulation 19-445.2152. No other lease form shall be used. Offerors may propose modifications to this agreement prior to the deadline for submitting questions (see cover page). Any modifications accepted will be noted in an amendment. [02-2B065-1]	You must use this clause whenever you use the standard equipment agreement.
2B070-1	MAGNETIC MEDIA – REQUIRED FORMAT (JAN 2006): As noted on the cover page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: CD-R, DVD, ROM, DVD-R, or DVD+R . Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX are not acceptable and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later. [02-2B070-1]	Optional. When offers are submitted on magnetic media, concerns arise regarding the integrity of their submission. ITMO has determined that the formats identified in this clause address this concern.
2B075-1	MAGNETIC MEDIA WITH DEMONSTRATION / PRESENTATION (JAN 2006): Compact discs included with your offer may include a demonstration of the proposed solution and/or a presentation of your offer. The following formats are acceptable: Power Point, .qt, .mpeg, .mpg, .miv, .asf, .asx, .ra, .ram, .rm, .rmm, .aif, .aifc., aiff, .mov, .avi, .au, .snd, or .wav formats. If you use another format, the compact disc must include a self-executing viewer or player, with instructions. [02-2B075-1]	Optional.
2B080-1	MAIL PICKUP (JAN 2006): The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]	Use this only if you provide Offerors with a post office box address for the submission of bids and proposals.
2B085-1	OFFERING BY ITEM (JAN 2006): Offers may be submitted for one or more items. [02-2B085-1]	Optional.

Table of Clauses (APR 2014)

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2B090-1	OFFERING BY ITEM OR LOT (JAN 2006): Offers may be submitted for complete lots or for one or more items not within lots. Failure to offer on all items within a single lot will be reason for rejection. [02-2B090-1]	Optional.
2B095-1	OFFERING BY LOT (JAN 2006): Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]	Optional.
2B105-1	ON-LINE BIDDING INSTRUCTIONS (NOV 2007): (a) Mandatory Registration: For on-line bidding, you must register before you can submit an offer! See instructions in 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 <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> under the heading "Submitting Offers On-Line". [02-2B105-1]	
2B110-1	OPENING PROPOSALS – PRICES NOT DIVULGED (JAN 2006): In competitive sealed proposals, prices will not be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(c) (1)] [02-2B110-1]	The law provides that the content of proposals submitted in response to an RFP is not released at opening. However, use of this clause is optional.
2B111-1	PREFERENCES - A NOTICE TO VENDORS (SEP 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a> . 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]	
2B112-1	PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]	



Clause #	Text	Guidance on Use
2B113A-1	<p>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]</p>	
2B113B-1	<p>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]</p>	

Clause #	Text	Guidance on Use
2B114-1	PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]	
2B115-1	PRICE AS DISCOUNT (JAN 2006): Your price must be in the form of a single percentage discount to apply to a catalog, price sheet, or price schedule as described. [02-2B115-1]	Optional.
2B120-1	PROTEST - CPO - ITMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing (a) by email to protest-itmo@itmo.sc.gov , (b) by facsimile at 803-737-0102 , or (c) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201. [02-2B120-1]	All solicitations must include the address of the appropriate chief Procurement Officer.
2B122-1	PROTEST - CPO - MMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us , (b) by facsimile at 803-737-0639 , or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]	All solicitations must include the address of the appropriate chief Procurement Officer.
2B125-1	QUALIFIED PRODUCTS LIST (JAN 2006): Offer only products that are on the qualified products list. [02-2B125-1]	Optional.
2B130-1	SAMPLES (JAN 2006): Free samples may be required for testing and/or evaluation. If requested, your failure to provide a sample will result in rejection of your offer. You must send your sample to the Procurement Officer under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. The Procurement Officer must receive your samples prior to opening date. Send Sample To: Mark to attn of buyer listed on cover page. [02-2B130-1]	Optional.

Clause #	Text	Guidance on Use
2B135-1	SAMPLES-TESTING (JAN 2006): Free samples may be required for testing by an independent laboratory. If requested, your failure to provide a sample will result in rejection of your offer. Upon invoice, you agree to pay any reasonable cost incurred for this testing. Unless your sample is accompanied by a request for its return, your sample will not be returned. Your sample may be destroyed during testing. [02-2B135-1]	Optional.
2B140-1	SITE VISIT - BY APPOINTMENT (JAN 2006): Appointment for a site visit may be made by contacting: at [02-2B140-1]	Optional.
2B145-1	SITE VISIT – MANDATORY (JAN 2006): See Site Visit Clause. Your failure to attend site visit shall result in rejection of your offer. [02-2B145-1]	Optional. Use of this clause is strongly discouraged. Mandatory site visits restrict competition, increase costs for vendors, and may result in losing a desired vendor. [Many times, an incumbent – believing that their on-site presence excuses their attendance – have been excluded from participating.] Do not publish the attendance roster in your amendments without approval of a supervisor. Doing so does not further any state goals and it helps vendors determine which competitors they are competing with, which does not help the state get the best offers.
2B165-1	SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. Date & Start Time: Contact Person's Name: Contact's Phone Number: Location: [02-2B165-1]	Optional. Site visits provide an opportunity for vendors to acquire information best learned by seeing the site. It also provides an opportunity for an interactive discussion regarding the state's requirements and any issues the vendors may have.  You should not agree to anything in a site visit. All answers should be memorialized in a written amendment.
2B170-1	UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item. [02-2B170-1]	Optional
<b>PART 3</b>		
3001	III. SCOPE OF WORK/SPECIFICATIONS	Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. See guidance on the Uniform Solicitation Format at the beginning of this document.

Clause #	Text	Guidance on Use
3003-1	STATEMENT OF WORK (June 2007): Please see ATTACHMENT for STATEMENT OF WORK. [03-3003-1]	Include this item if the specifications appear in an attachment to the solicitation.
3005-1	See Bidding Schedule [03-3005-1]	Include this item if you have no specifications other than what appears in the bidding schedule.
3015-1	DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]	Optional. Cross-reference with provisions entitled “Purchase Order” and “Contract Documents & Order of Precedence”.
3020-1	DELIVERY / PERFORMANCE LOCATION – SPECIAL (JAN 2006): Contractor shall deliver to: . [Procurement Officer must identify a specific location, such as a shipping dock, building or room number, if a postal address is inadequate.] [03-3020-1]	Optional. Remember to fill in the address.
3025-1	DELIVERY DATE – 30 DAYS ARO (JAN 2006): Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor’s receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3025-1]	Optional. Cross-reference with provisions entitled “Purchase Order” and “Contract Documents & Order of Precedence”.
3030-1	DELIVERY / PERFORMANCE LOCATION - SPECIFIED (JAN 2006): After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified: [03-3030-1]	Optional. [APS users. (a) APS inserts an address based on the selection you made at the requisition header. This clause replaces the clause which currently reads “Unless otherwise specified, all contractual deliveries shall be made to the following address:” (b) APS allows users to specify a unique shipping address for each line item in the bid schedule. When addresses are specified for each line item, APS will insert the phrase “See Bidding Schedule” below this clause, rather than a specific address.]
3035-1	DELIVERY COSTS – EXEMPTION (JAN 2006): For individual orders involving less than \$ , contractor shall ship these orders prepaid, add the shipping charges to the invoice as a separate charge and include in the invoice total for payment by Using Governmental Unit. [03-3035-1]	Optional. Remember to fill in the blank.
3040-1	DELIVERY DATE - SPECIFIED (JAN 2006): Delivery shall be made no later than . Contractor may request approval to deliver items prior to the delivery date. [03-3040-1]	Optional. Remember to fill in the blank.
3045-1	DELIVERY DATE – PURCHASE ORDER (JAN 2006): All items shall be delivered within days after receipt of purchase order. [03-3045-1]	Optional. Remember to fill in the blank. Use this clause for situations in which the “30 days ARO” will not work. For example, perishable items, such as certain medical supplies or food, may need to be delivered within 24 hours after receipt of purchase order.-
3050-1	INSTALLATION (JAN 2006): Contractor shall install all items acquired pursuant to this contract as follows: [3-3050-1]	Optional. Remember to fill in the blank.
3055-1	OPERATIONAL MANUALS (JAN 2006): Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]	Optional.
3060-1	QUALITY – NEW (JAN 2006): All items must be new. [03-3060-1]	Optional.

Clause #	Text	Guidance on Use
3065-1	QUALITY – REFURBISHED (JAN 2006): Items may be refurbished. [03-3065-1]	Optional. Procurement officer should provide a commodity-specific definition of “refurbished” because the term may have very different meanings depending on the industry or commodity.
3070-1	QUALITY – USED (JAN 2006): Items may be used. [03-3070-1]	Optional.
3075-1	TECHNICAL SUPPORT – INCLUDED (JAN 2006): Upon request, contractor shall provide technical assistance or service. Such service shall be available within hours following request. [03-3075-1]	Optional. Use this clause only for procurements that involve very limited technical support. For procurements involving any significant degree of support, use a specially drafted clause.
3080-1	TRAINING (JAN 2006): Upon request, contractor shall demonstrate equipment within days after delivery. [03-3080-1]	Optional. Use this clause only for procurements that involve very limited training. For procurements involving any significant degree of training, use a specially drafted clause.
<b>PART 4</b>		
4001	IV. INFORMATION FOR OFFERORS TO SUBMIT	Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. See guidance on the Uniform Solicitation Format at the beginning of this document.
4005-1	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]	Optional. Use this clause to identify information that will be evaluated in determining the award and which has not been requested in some other part of the solicitation. Examples: (a) Offeror’s explanation regarding how the scope of work will be performed or specifications will be met, (b) Offeror’s personnel, (c) Offeror’s experience, (d) Offeror’s internal operational procedures (e.g., disaster recover plan, maintenance schedules, training programs, human resource policies, staffing guides, etc.), (e) Documents published by Offeror (e.g., prospectus for publicly traded companies, cut sheets and product literature, white papers), (f) Test results (e.g., independent laboratory test results, benchmark results); and, (g) Offeror’s management structure.  Caution: If you are asking for information under this clause, it must be tied to an evaluation criteria specified in the Award part of your solicitation.
4010-1	INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information	Mandatory for all solicitations. If you request information that will <u>not</u> be used for evaluation and that is not

Clause #	Text	Guidance on Use
	and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]	requested elsewhere, list that information under this clause with a general statement requesting its submission, e.g., "Please submit the following information:"  Do not make the request mandatory unless you intend to reject the offer for failure to include such information.
4015-1	<p>MINORITY PARTICIPATION (JAN 2006):</p> <p>Is the bidder a South Carolina Certified Minority Business? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the bidder a Minority Business certified by another governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If so, please list the certifying governmental entity: _____</p> <p>Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____</p> <p>Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? _____</p> <p>If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:</p> <p><input type="checkbox"/> Traditional minority</p> <p><input type="checkbox"/> Traditional minority, but female</p> <p><input type="checkbox"/> Women (Caucasian females)</p> <p><input type="checkbox"/> Hispanic minorities</p> <p><input type="checkbox"/> DOT referral (Traditional minority)</p> <p><input type="checkbox"/> DOT referral (Caucasian female)</p> <p><input type="checkbox"/> Temporary certification</p> <p><input type="checkbox"/> SBA 8 (a) certification referral</p> <p><input type="checkbox"/> Other minorities (Native American, Asian, etc.)</p> <p>(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)</p> <p>For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <a href="http://www.govoepp.state.sc.us/osmba/">http://www.govoepp.state.sc.us/osmba/</a></p> <p>[04-4015-1]</p>	
4020-1	<p>OFFSHORE CONTRACTING (JAN 2006): Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:</p> <p>(a) What type of work is being contracted offshore?</p> <p>_____</p> <p>(b) What percentage (%) of the total work is being contracted offshore?</p> <p>_____</p>	



Clause #	Text	Guidance on Use
	<p>(c) What percentage (%) of the total value of the contract is being contracted offshore?</p> <p>(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. <u>Attach Service Level Agreement to this document or paste here.</u> Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award. [04-4020-1]</p>	
4025-1	<p>RECYCLED PRODUCT (JAN 2006): Offeror shall identify which product(s) is made out of or contains recycled materials. This information will be used for future research  <input type="checkbox"/> Yes <input type="checkbox"/> No (Items: _____)            If the above applies to more than one item, please indicate above. [04-4025-1]</p>	
4030-1	<p>SUBMITTING REDACTED OFFERS (FEB 2007): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in ever detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]</p>	
	<b>PART 5</b>	
5001	V. QUALIFICATIONS	<p>Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. You are strongly encouraged to study the general guidance on Part 5 (V. Qualifications) of the Uniform Solicitation Format at the beginning of this document.</p>
5005-1	<p>QUALIFICATION OF OFFEROR (JAN 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]</p>	<p>Mandatory. Include this paragraph in all procurements. This paragraph may be used in conjunction with any of the other paragraphs in Part 5.</p>
5010-1	<p>QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006): (a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:            (b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.            (c) Provide a detailed, narrative statement providing adequate information to establish</p>	<p>Optional            1. Use this clause to require that offerors meet certain mandatory minimum qualification requirements. When you write such requirements, make sure that (a) each requirement is very specific, (b) the decision regarding whether a vendor meets the requirement is an objective</p>

Clause #	Text	Guidance on Use
	<p>that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. [05-5010-1]</p>	<p>decision, one that does not involve the exercise of discretion or judgment, and (c) each requirement is mandatory. See the general guidance for Part 5.</p> <p>2. When you create mandatory minimum qualification requirements, you are establishing a special standard of responsibility. Offerors that do not have the required qualifications must be deemed non-responsible.</p> <p>3. The imposition of special standards limits competition. Section 11-35-1710 prohibits unduly restrictive requirements. Be prepared to defend why your minimum qualifications are necessary.</p> <p>4. If an offeror relies on its staff, a predecessor firm, or a proposed subcontractor to meet a minimum requirement, see the guidance on Part 5 at the beginning of this compendium.</p>
5015-1	<p>QUALIFICATIONS – REQUIRED INFORMATION (JAN 2006): In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):</p> <p>(a) Include a brief history of the offeror's experience in providing work of similar size and scope.</p> <p>(b) Your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]</p> <p>(c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.</p> <p>(d) A list of every business for which offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.</p> <p>(e) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-1]</p>	<p>1. Use this clause to request any documentation or information you need to facilitate your determination of responsibility.</p> <p>2. Do not use this clause alone; it is intended to be used with the provision entitled Qualifications of Offeror.</p> <p>3. Subparagraph (c) asks for customer lists. The default is for three years. You may elect to ask for a longer or shorter time frame, as appropriate.</p> <p>4. If you find the standard requests to be inadequate, draft changes as appropriate. The following sample contents are provided for your convenience:</p> <ul style="list-style-type: none"> <li>- A detailed, narrative statement providing adequate information to establish that you meet all the requirements established by the provision entitled Qualifications – Mandatory Minimum. Include all appropriate documentation.</li> <li>- A detailed, narrative statement explaining how offeror has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or firm commitments to obtain them, necessary to meet all contractual requirements of this solicitation.</li> <li>- A detailed, narrative statement listing [all] [the three most] [the three most recent] comparable contracts (including contact information) which you have performed and the general history and experience of your organization.</li> <li>- A list of every business for which offeror has performed,</li> </ul>



Clause #	Text	Guidance on Use
		at any time during the past [one] year(s), services [somewhat] [substantially] similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete. - A list of every business [governmental entity] for which offeror has performed services or provided supplies in South Carolina at any time during the past [five] years. By submitting an offer, offeror represents that the list is complete.
5030-1	SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-1]	Optional. Use of this clause is encouraged for all procurements other than commodities.
	<b>PART 6</b>	
6001	VI. AWARD CRITERIA	Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. See guidance on the Uniform Solicitation Format at the beginning of this document. In building this section, the following base clauses will serve as a starting point: 1. Award Criteria – Bids 2. Award Criteria – Fixed Price Bidding 3. Award Criteria – Proposals / Best Value Bids These clauses are intended to be used in conjunction with all other applicable clauses in this section.
6005-1	AWARD BY ITEM (JAN 2006): Award will be made by individual item. [06-6005-1]	Use this clause only in conjunction with the clause entitled AWARD CRITERIA – BIDS.
6010-1	AWARD BY ITEM OR LOT (JAN 2006): Award will be made by individual items and/or complete lot(s). [06-6010-1]	Use this clause only in conjunction with the clause entitled AWARD CRITERIA – BIDS.
6015-1	AWARD BY LOT (JAN 2006): Award will be made by complete lot(s). [06-6015-1]	Use this clause in conjunction with either of the following clauses, AWARD CRITERIA – BIDS, or AWARD CRITERIA – PROPOSALS / BEST VALUE.
6020-1	AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]	Use this clause for all low bid IFBs. If appropriate, use this clause in conjunction with one of the following clauses: Award by Item, Award by Item or Lot, or Award by Lot. If the method for determining the low bid is not crystal clear, use in conjunction with the clause entitled CALCULATING THE LOW BID

Clause #	Text	Guidance on Use
6023-1	AWARD CRITERIA – FIXED PRICE BIDDING (JAN 2006): Award will be made to all responsive and responsible Offerors. [06-6023-1]	Use this clause for all fixed price bids. If appropriate, use this clause in conjunction with the clause entitled Bids Received After Award – Fixed Price Bidding.
6025-1	AWARD CRITERIA – BEST VALUE BIDS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6025-1]	Use this clause in any best value bid. In a BVB, you must define the evaluation criteria. Accordingly, use this clause in conjunction with the evaluation clause entitled Evaluation Factors – Best Value Bids.
6030-1	AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]	Use this clause in any request for proposals. In a RFP, you must define the evaluation criteria. Accordingly, use this clause in conjunction with the evaluation clause entitled Evaluation Factors – Proposals.
6035-1	AWARD TO MULTIPLE OFFERORS (JAN 2006): Award may be made to more than one Offeror. [06-6035-1]	Use as appropriate.
6040-1	AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]	Use as appropriate.
6045-1	BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING (JAN 2006): Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original fixed price bid as authorized by the solicitation. [06-6045-1]	Use as appropriate.
6050-1	CALCULATING THE LOW BID [06-6050-1]	If appropriate, you must develop a unique formula to determine the low bid. Examples: [1. In determining the low bid, the price of the lot alternate will be compared against the sum of the price of the individual lots".]
6055-1	CALCULATING THE LOW BID – MAINTENANCE (JAN 2006): In calculating the low bid, the price of your annual maintenance, less any included initial warranty period, will be considered. [06-6055-1]	
6057-1	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]	Include this provision if you have any expectation that a state agency will submit an offer.
6060-1	EVALUATION FACTORS – BEST VALUE BID (JAN 2006): Offers will be evaluated using only the factors stated below. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for each offeror. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6060-1]	By law, cost must be weighted at least 60%. Best value bid evaluation factors may include, but are not limited to, any of the following statutory factors: (a) operational costs that the State would incur if the bid is accepted; (b) quality of the product or service, or its technical competency;

Clause #	Text	Guidance on Use
		(c) reliability of delivery and implementation schedules; (d) maximum facilitation of data exchange and systems integration; (e) warranties, guarantees, and return policy; (f) vendor financial stability; (g) consistency of the proposed solution with the state's planning documents and announced strategic program direction; (h) quality and effectiveness of business solution and approach; (i) industry and program experience; (j) prior record of vendor performance; (k) vendor expertise with engagement of similar scope and complexity; (l) extent and quality of the proposed participation and acceptance by all user groups; (m) proven development methodologies and tools; and (n) innovative use of current technologies and quality results.]
6065-1	EVALUATION FACTORS – PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]	For any Competitive Sealed Proposal, the Procurement Officer must include the unique evaluation factors for this procurement. The request for proposals shall state the relative importance of the factors to be considered in evaluating proposals but shall not require a numerical weighting for each factor. Price may but need not be an evaluation factor.  If you have two or more factors with the same weight, that fact must be communicated to the offerors.
6075-1	UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]	If Offerors are requested to provide both unit and extended prices, include this clause. If the Offeror miscalculates the extended price, unit price will govern.
	<b>PART 7A</b>	
7A001	VII. TERMS AND CONDITIONS -- A. GENERAL	Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. See guidance on the Uniform Solicitation Format at the beginning of this document.
7A004-1	ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]	Mandatory. Do not agree to an assignment without consulting with legal counsel or management.
7A005-1	BANKRUPTCY (JAN 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit.	

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	This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]	
7A010-1	CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]	Mandatory. This clause must be included in every contract. This clause provides that the contract and disputes about it are governed by the laws of this state.  (In case you're really interested, "choice of law" rules are those laws of a state which dictate which state's laws apply to a dispute.)
7A015-1	CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]	Mandatory.  This clause identifies those documents that form the contract. It also explains how to resolve any inconsistencies among the terms of those documents. Lastly, it explains that documents signed by agencies (using governmental units) are not enforceable.
7A020-1	DISCOUNT FOR PROMPT PAYMENT (JAN 2006): (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a	Mandatory.  This clause dovetails with the Prompt Payment form appearing on Page Two.  If the agency can accommodate faster payments, you may wish to encourage potential Offerors to provide such discounts.

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	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]	
7A025-1	DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]	<p>Mandatory. Use in all contracts.</p> <p>This clause provides that any disputes will be resolved by the chief Procurement Officer, a process required by law.</p> <p>This clause also provides how contractors will accept service of the papers required to initiate a law suit.</p> <p>(In case you're wondering, the "forum" in "choice-of-forum" is the forum in which disputes will be heard. With this clause, we choose the chief Procurement Officers as the forum, not to be confused with the "Roman Forum".)</p>
7A030-1	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]	<p>When applicable, federal regulations require the inclusion of certain clauses in state contracts.</p> <p>(a) Regarding contracts involving federally assisted construction contracts, see (1) 41 C.F.R. § 60-1.4; can be included by reference per § 60-1.4(b)(1),(d); automatically included per § 60-1.4(e); (2) 41 C.F.R. § 60-4.2; automatically included per § 60-4.9; (3) 41 C.F.R. § 60-4.3; automatically included per § 60-4.9.</p> <p>(b) Regarding requirements for Disabled Veterans, see 41 C.F.R. § 60-250.5; can be included by reference per § 60-250.5(d); automatically included per § 60-250.5(e).</p> <p>(c) Regarding requirements for Disabled Individuals, see 41 C.F.R. § 60-741.5; can be included by reference per § 741.5(d); automatically included per § 60-741.5(e).</p> <p>(d) Legal office has notebook with CFR Title 41, Part 60, and the relevant provisions.</p>

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7A035-1	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]	Mandatory This clause informs participants that criminal penalties may accompany any false claims made on the state.
7A040-1	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]	Mandatory. Use this clause in all solicitations, except in the very rare case of a cost reimbursement contract. Cost reimbursement contracts are defined in Section 11-35-1410(1) and governed by Section 11-35-2010.
7A045-1	NON-INDEMNIFICATION (JAN 2006): Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]	Mandatory. The SC Attorney General has repeatedly stated that the state cannot indemnify a vendor. This clause reflects that position.
7A050-1	NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient’s device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer’s address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]	Mandatory. This clause applies only after award. Part (A) identifies those methods of services that the parties have agreed are adequate. Part (B) identifies the address to which the parties have agreed that notice may be sent.
7A055-2	PAYMENT & INTEREST (MAY 2011): (a) Unless otherwise provided in this Solicitation, 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. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, 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. (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	<p>Mandatory.</p> <p>IMPORTANT NOTE. Partial payments are very appropriate for many types of contracts, especially service contracts. If payments will be made prior to full performance, the solicitation must explain the conditions upon which partial payment will be made. For example, a janitorial contract may provide that payments will be made on a monthly basis. Software development contracts might provide that payment will be made upon acceptance of certain intermediate deliverables or upon proof of a certain degree of project completion. In the absence of such a provision, this clause provides for payment upon completion.</p> <p>This clause allows the payment method to be dictated in the purchase order. However, since prospective contractors usually need to know this prior to submitting offers, this issue should be addressed in the solicitation.</p>



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	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. [07-7A055-2]	Cross Reference the Purchase Order clause.
7A060-1	PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]	Mandatory. Seek permission of management before providing a contractor with written approval under this paragraph.
7A065-1	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]	Mandatory.  Under this clause, purchase orders serve as a “notice to proceed”. Ordinarily, the state does not have a right not to issue a purchase order once a contract has been awarded.  While purchase orders may not be used to alter the solicitation, certain critical issues are addressed only in purchase orders. Cross reference should be made to the following clauses: 1. Delivery – Purchase Order 2. Deliver – Time 3. Contract Documents & Order of Precedent 4. Payment 5. Definition
7A070-1	SETOFF (JAN 2006): The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]	Mandatory. This clause has implications when the state has claims against or amounts due from a contractor. Consult with legal counsel regarding this clause.
7A075-1	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]	Mandatory. The implications of this clause are illustrated by the following example. If the state buys a widget and a warranty for the widget, the warranty does not end simply because the remainder of the contract is terminated for convenience.
7A080-1	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,	Mandatory.  Dovetails with clause entitled “Omit Taxes from Price”.  Clause makes state liable for paying the taxes applicable

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	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]	to sale, use, or delivery of products provided under the contract.
7A085-1	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]	Mandatory for any procurement in which a contractual obligation may extend beyond the end of the fiscal year in which the contract is entered.
7A090-1	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]	Mandatory. Include this clause unless the State intends that a direct beneficiary of the contractor's performance can sue the contractor to either enforce the contract or recover for breach. (A very, very rare occurrence!) The only contracts even eligible for such an approach would be contracts in which the Contractor was providing direct services to a group.
7A095-1	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]	This clause is intended to limit unintentional waivers of rights the state may have under a contract.
	<b>PART 7B</b>	
7B001	VII. TERMS AND CONDITIONS -- B. SPECIAL	Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. See guidance on the Uniform Solicitation Format at the beginning of this document.
7B005-1	Section Not Applicable - Intentionally Omitted [07-7B005-1]	Include this clause if there are no special terms in your solicitation.
7B025-1	CHANGES (JAN 2006): (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following: (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith; (b) method of shipment or packing;	This clause should be included in any contract with a value in excess of \$100,000 and in any contract with a potential value below that threshold if the state may need the authority to order changes to the contract.  The Price Adjustments Clause must be used in conjunction with this clause.



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	<p>(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</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>[07-7B025-1]</p>	<p>If you are conducting a procurement for a very large services contract involving customized services and the potential for many post-award contract modifications (such as a large information technology project involving either software development or significant configuration of existing software), consider engaging legal counsel to draft a more thorough changes clause, such as that found in OSE's standard modifications to Part 7 of the AIA A201 (1997).</p> <p>By definition, a "Contract Modification is "a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor." Section 11-35-310(9).</p>
7B030-1	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]	Recommended for all contracts for the sale of goods. In contracts involving an international sale of goods, the UN Convention on the International Sale of Goods (CISG) governs the rights of the parties and trumps local law such as the Uniform Commercial Code (UCC). CISG expressly allows parties to opt out of CISG. By doing so, the parties rights would be governed by the UCC. Include this clause any time your acquisition may involve a foreign vendor.
7B035-1	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]	Optional. This clause makes the contractor's compliance with applicable laws a contract performance obligation.
7B040-1	CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The	Optional.

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	responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]	
7B045-1	CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]	Optional. This clause is recommended for all Indefinite Quantity Contracts, such as statewide term contracts.
7B056-1	<p>CONTRACTOR'S LIABILITY INSURANCE (MAR 2013): (a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:</p> <p>(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.</p> <p>(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.</p> <p>(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.</p> <p>(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.</p> <p>(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.</p>	<p>This clause requires three types of insurance: Commercial General Liability, or CGL; Automobile Liability; and Workers Compensation/Employers Liability. You should always include this clause if you anticipate the contractor will perform substantial services on state property or in a state building. If the contractor will have no presence, or insignificant presence, in the state, you may omit the requirements for Automobile Liability and Workers Compensation/Employers Liability. If you are purchasing goods, especially products with the potential of harming the user or a third party, you should require CGL coverage. If the contract will be performed outside of the state and does not involve the purchase of goods, you may omit the clause entirely.</p> <p>Previous versions of the insurance provision attempted to define each type of coverage required under a CGL policy, which often led to vendor questions and negotiation over the specific language of the clause. This edition simply requires CGL coverage at least as broad as that provided under the most commonly-used policy form. The clause does not dictate the use of this form; rather, it defines the required coverage with reference to it. Given the generic types of coverage and the low limits of coverage stated, the insurance required should be readily available in most circumstances. However, if you become aware that the target vendor community will experience difficulty with this insurance requirement, appropriate adjustments may be necessary. Consult with your management.</p> <p>This clause is intended to cover routine goods and services contracts. There will always be contracts which are unusual or have unusual insurance requirements</p>

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	<p>(d) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.</p> <p>(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.</p> <p>(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.</p> <p>(g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.</p> <p>(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.</p> <p>[07-7B056-1]</p>	<p>(examples: implosion of a building, a contract for medical services for inmates, or a contract to handle hazardous waste). If you suspect your procurement may involve special insurance needs, consult with the appropriate subject matter experts (internal risk management staff, legal counsel, the Insurance Reserve Fund, or your general liability carrier, as appropriate).</p> <p>In the event you use this clause on a statewide term contract, the named insured should be as follows: State of South Carolina, including all public procurement units (S.C. Code Section 11-35-4610).</p>
7B060-1	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]	Recommended for any contract involving the presence of contractor's employees or subcontractors on property controlled by the state.
7B065-1	CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]	Recommended for all contracts involving the provision of services.
7B067-1	CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access	If the state will provide the contractor with state-owned property during performance of the contract, include this

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	to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]	clause.  Cross-reference the Ownership of Data & Materials clause.
7B075-1	<p>DEFAULT (JAN 2006):</p> <p>(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:</p> <p>(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;</p> <p>(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or</p> <p>(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).</p> <p>(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.</p> <p>(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.</p> <p>(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.</p> <p>(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.</p> <p>(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools,</p>	<p>Optional. Use this clause for clauses with an expected value in excess of \$100,000. [An amount should be specified. FYI - \$100,000 is the small acquisition threshold for the federal acquisition regulations – Part 13.] For contracts below this threshold, use the Short Version.</p> <p>A “termination for cause,” “termination for default,” or “Default” clause is NOT essential. Under the common law, parties can terminate a contract without such a clause. Nevertheless, a Default clause does have benefits.</p>

Clause #	Text	Guidance on Use
	<p>dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.</p> <p>(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor’s rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.</p> <p>(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor’s rights under the Disputes clause.</p> <p>(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.</p> <p>[07-7B075-1]</p>	
7B080-1	<p>DEFAULT – SHORT FORM (JAN 2006): 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 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. [07-7B080-1]</p>	<p>Optional. Use this clause for clauses with an expected value of \$100,000 or less. [An amount should be specified. FYI - \$100,000 is the small acquisition threshold for the federal acquisition regulations – Part 13.] For contracts above this threshold, use the standard Default clause.</p>
7B085-1	<p>DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]</p>	<p>Recommended for any contract involving inside delivery, setup, or installation.</p>
7B090-1	<p>ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES (JAN 2006): The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]</p>	<p>Include only in Indefinite Quantity Contracts, such as statewide term contracts..</p>
7B095-1	<p>ESTIMATED QUANTITY - UNKNOWN (JAN 2006): The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated</p>	<p>Include in all Indefinite Quantity Contracts, such as statewide term contracts.</p>



Clause #	Text	Guidance on Use
	purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]	
7B097-1	<p>ILLEGAL IMMIGRATION (NOV 2008): (An overview is available at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>) 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]</p>	
7B100-2	<p>INDEMNIFICATION-THIRD PARTY CLAIMS (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]</p>	Optional. This clause may be used in any procurement and should be included if contractor's personnel will be on the state's property.

Clause #	Text	Guidance on Use
7B105-1	<p>INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006): (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B105-1]</p>	<p>Optional. Ordinarily, this clause need not be used for an acquisition of goods only (an acquisition covered by the UCC), as long as you do not allow the contractor to insert any limitation of damages, remedy, or warranty disclaimers. Otherwise, this clause should be widely used in all contracts.</p> <p>This clause should also be used for acquisitions of goods involving detailed design specifications, such as school bus procurements.</p>
7B115-1	<p>LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]</p>	<p>Use for service contracts if you expect some licensing or permitting requirement to apply to the contractor's performance obligations.</p>

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7B120-1	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]	Ordinarily, this clause should be used in all procurements involving the acquisition of any equipment or other material. It does not apply to acquisitions for used supplies.
7B125-1	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]	Cross-reference the Contractor's Use of State Property clause.
7B130-1	PACK SIZE - BUNDLING (JAN 2006): You may bundle units differently than called for by the bidding schedule provided your offer explains how you bundle units. [07-7B130-1]	Optional. As needed.
7B135-1	PACKAGING (JAN 2006): Alternate packaging will be given consideration. [07-7B135-1]	Optional. As needed.
7B140-1	PALLETIZING (JAN 2006): Palletized products must be furnished on hardwood pallets. [07-7B140-1]	Optional. As needed.
7B145-1	PARTIAL SHIPMENTS (JAN 2006): No partial shipments on any item will be accepted. [07-7B145-1]	Optional. As needed.
7B150-1	<p>PERFORMANCE BOND REQUIRED – ITMO (JAN 2006): As a condition of the execution of the contract, the contractor shall supply a performance bond; certificate of deposit; cash; an unconditional, irrevocable, standby letters of credit; or marketable securities, or provide other financial arrangements whereby funds are pledged to the benefit of the State, are not under the control of the contractor, are payable to the State upon written demand to the holder of the security, and are subject to the direction of the State if any of the circumstances set forth in sub-sections below occur. This security will protect, indemnify, and save harmless the State from all costs and damages by reason of the contractor's default, breach, or failure to satisfactorily complete any of the following terms:</p> <p>Payment to all entities, individuals, and the like furnishing of labor or materials in connection with this contract; and/or</p> <p>The successful execution of the final implementation plan, including satisfactorily meeting the performance or test requirements on the dates specified in the final implementation plan and the acceptance requirements and/or</p> <p>Full and satisfactory performance of the ongoing obligations contained in this RFP, any amendments and any subsequent contract between the State and the contractor.</p> <p>In the event of any condition of breach or other circumstance, such as those set forth above, attributable to the contractor, the State shall have the right to draw against the security such sums as are necessary to make the State whole, to secure and compensate the State for substituted services or other forms of relief made necessary by the breach. Nothing herein shall be construed to mean that the security provided for herein is exclusive or constitutes any limitation or restriction on any remedies to which the State may be entitled.</p> <p>The security shall be for the benefit of the State, payable only to the State at its discretion pursuant to the terms of this section, shall be in the face amount of the</p>	Consult with management and/or legal counsel.



Clause #	Text	Guidance on Use
	<p>contract and shall be non-exclusive and in addition to all other remedies available to the State under this RFP or the contract, or by law.</p> <p>The contractor shall establish the security not later than ten (10) days after execution of the contract, and failure to satisfy this requirement will void the contract.</p> <p>Any interest or other income resulting from the security shall become and remain the property and possession of the contractor and shall be payable to the contractor.</p> <p>The contractor may request a reduction in the security on an annual basis, no earlier than twelve (12) months after the first anniversary date of acceptance of the service, and the State's consideration of such request shall take into account performance, and likelihood of the need for future protection provided by the security to the State.</p> <p>[07-7B150-1]</p>	
7B155-1	<p>PERFORMANCE BOND REQUIRED (JAN 2006): Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney in fact to bind the surety and certified to include the date of the performance bond. [07-7B155-1]</p>	Consult with management and/or legal counsel.
7B160-1	<p>PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):</p> <ul style="list-style-type: none"> <li>(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;</li> <li>(b) by unit prices specified in the Contract or subsequently agreed upon;</li> <li>(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;</li> <li>(d) in such other manner as the parties may mutually agree; or,</li> <li>(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.</li> </ul> <p>(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.</p> <p>[07-7B160-1]</p>	<p>Mandatory for any solicitation if either (a) the solicitation includes a changes clause; or (b) the potential value exceeds \$100,000.</p> <p>Any adjustment to the price after final award must be made in accordance with the terms of this clause.</p>

Clause #	Text	Guidance on Use
7B165-1	PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]	Use of this clause must be accompanied by another clause which specifies how price increase will be evaluated, e.g., against some commercially published index, like PPI or CPI, or pursuant to data submitted by the contractor.  This clause does not apply, and should not be used, when the price fluctuates because price was bid as either a percentage discount off a published catalog price or a function of some price, cost, or industry index.
7B170-1	PRICE ADJUSTMENTS – LIMITED BY CPI “ALL ITEMS” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at <a href="http://www.bls.gov">www.bls.gov</a> [07-7B170-1]	In multi-term contracts, vendors often seek price increases due to increase costs. If such requests are justified, this clause provides guidance on how much the price may be adjusted. Cross reference the Price Adjustments clause.
7B175-1	PRICE ADJUSTMENTS – LIMITED BY CPI “OTHER GOODS & SERVICES” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at <a href="http://www.bls.gov">www.bls.gov</a> [07-7B175-1]	In multi-term contracts, vendors often seek price increases due to increase costs. If such requests are justified, this clause provides guidance on how much the price may be adjusted. Cross reference the Price Adjustments clause.
7B180-1	PRICE ADJUSTMENTS – LIMITED BY PPI (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at <a href="http://www.bls.gov">www.bls.gov</a> [07-7B180-1].	In multi-term contracts, vendors often seek price increases due to increase costs. If such requests are justified, this clause provides guidance on how much the price may be adjusted. Cross reference the Price Adjustments clause.
7B185-1	PRICING DATA – AUDIT – INSPECTION (JAN 2006): [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between	1. Mandatory for contracts with a total potential value in excess of \$100,000.  2. Why to Request Cost or Pricing Data: Procurement officers have a basic responsibility for evaluating the reasonableness of an offer's price. For most procurements, this evaluation is facilitated by adequate price competition. However, in sole source procurements, many RFPs, and all change orders, little or no true price

Clause #	Text	Guidance on Use
	<p>parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.</p> <p>[07-7B185-1]</p>	<p>competition exists. Regardless of the reason, cost or pricing data provides the information needed to perform that evaluation. In addition, such data can be <u>exceedingly</u> valuable when developing a negotiation position (say, when negotiating on an RFP, sole source, or change order). Essentially, this data allows you to determine the offeror's / contractor's actual cost and profit margin prior to completing negotiations over what to pay. Private firms would welcome the opportunity to get such data. Take advantage of it!</p> <p>3. When to Request Cost or Pricing Data: You should request cost or pricing data when, and only when, Section 11-35-1830 requires its submission. As reflected in this clause, we do not ask for such information pursuant to this clause if either (a) the total contract price does not exceed \$500,000, [\$1,000,000 / \$2,000,000] or (b) the value of a contract change does not exceed \$100,000. Generally, request this information prior to awarding on an RFP, sole source, change order, or contract modification.</p> <p>4. CFR References. Portions of the CFR may be accessed at:  <a href="http://www.gpoaccess.gov/cfr/index.html">www.gpoaccess.gov/cfr/index.html</a></p> <p>5. Table 15-2, Instructions for Submitting Cost-Price Data (from 48 C.F.R. § 15.408 (2004) , is reprinted in an appendix to this compendium.</p> <p>6. 48 C.F.R. §2.101: Cost or pricing data (10 U.S.C. 2306a(h)(1) and 41 U.S.C. 254b) means all facts that, as of the date of price agreement or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price, prudent buyers and sellers would reasonably expect to affect price negotiations significantly.  Cost or pricing data are data requiring certification in accordance with 48 CFR 15.406-2. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for</p>

Clause #	Text	Guidance on Use
		<p>that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as—</p> <ul style="list-style-type: none"> <li>(1) Vendor quotations;</li> <li>(2) Nonrecurring costs;</li> <li>(3) Information on changes in production methods and in production or purchasing volume;</li> <li>(4) Data supporting projections of business prospects and objectives and related operations costs;</li> <li>(5) Unit-cost trends such as those associated with labor efficiency;</li> <li>(6) Make-or-buy decisions;</li> <li>(7) Estimated resources to attain business goals; and</li> <li>(8) Information on management decisions that could have a significant bearing on costs.</li> </ul> <p>7. Certificate Modified for State Context:</p> <p><b>CERTIFICATE OF CURRENT COST OR PRICING DATA</b>  This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, to the Procurement Officer in support of _____ * are accurate, complete, and current as of _____. **.</p> <p>Firm _____</p> <p>Signature _____</p> <p>Name _____</p> <p>Title _____</p> <p>Date *** _____</p> <p>* Insert information to identify the solicitation and/or change order.</p> <p>**Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.</p> <p>*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the</p>

Table of Clauses (APR 2014)

Clause #	Text	Guidance on Use
		price negotiations were concluded and the contract price was agreed to. (END OF CERTIFICATE)
7B190-1	PRINTING MANUAL (JAN 2006): The South Carolina Government Printing Services manual, dated January 1, 1998, governs both the procurement and any resulting contract and is hereby incorporated by reference. You are responsible for obtaining a copy of the manual. This manual is available at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> [07-7B190-1]	Include this clause in all procurements for printing services.
7B195-1	PRIVACY – WEB SERVICES (JAN 2006): You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause. [07-7B195-1]	Use only when the contract may involve the contractor providing services for the state (to the state or the public) through the internet. So much personal information can be captured by vendors we hire to provide web-based services, that it seems appropriate to contractually provide privacy for those visiting government web sites – the public and employees alike.
7B200-1	PURCHASING CARD (JAN 2006): Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]	Use only in procurements for supplies unless approved by your supervisor.
7B205-1	RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]	Recommended for most services contracts.  Occasionally, the state retains a contractor that acts in a manner that suggest that the state has authorized the vendor to act on its behalf, when in fact, the vendor is acting on its own behalf. For example, an advertising firm might acquire film production services to develop a TV ad for the state. The film production company might mistakenly believe that the vendor is acquiring its services for the state rather than for the vendor. This clause makes clear that the vendor does not have authority to act as an agent, or enter into a contract for the state.
7B210-1	RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006): Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]	Include in all statewide and multi-agency contracts!
7B215-1	SOFTWARE LICENSES (JAN 2006): Proprietary Software: Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software. License: The State is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder. Title: Title to any proprietary software provided by the Contractor to the State will remain with the Contractor.	For use only by ITMO!

Clause #	Text	Guidance on Use
	<p>Trade Secrets: The State agrees that the proprietary software is a trade secret of the contractor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.</p> <p>Source Code: Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.</p> <p>In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the State with a copy of the source code for said proprietary software, at no expense to the State.</p> <p>Export Control: The State acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.</p> <p>Customized Software: Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the State by contractor and documentation used to describe, maintain and use the software.</p> <p>Title: Title to the customized software vests in the State as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the State all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the State in understanding, using, maintaining, and enhancing said customized software.</p> <p>Software Tools: The contractor shall provide to the STATE, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the STATE would require to maintain or enhance the customized software. The price for said tools and the cost to train State personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost proposal submitted to the State in response to the State's solicitation.</p> <p>Escrow for Source Code: In the event the contractor at any point during the continued</p>	



Clause #	Text	Guidance on Use
	<p>installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the state shall be provided a copy of the source code for said software within thirty days at no expense to the State.</p> <p>For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media.</p> <p>Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.</p> <p>The source code may be accessed only upon the following conditions:</p> <ul style="list-style-type: none"> <li>a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or</li> <li>b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.</li> </ul> <p>With regards to proprietary software, the state may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns. [07-7B215-1]</p>	
7B220-1	<p>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]</p>	<p>This clause should be used in contracts for the acquisition of goods. This clause makes the Contractor solely responsible for all transportation costs involved in getting the items acquired to the destination point. This clause also makes the Contractor responsible for any loss or damage to the item acquired prior to the time the item is properly delivered to the destination point. In a transaction for the sale of goods (i.e., a transaction covered by the Uniform Commercial Code), the title to any item acquired vests in the State once the seller properly delivers conforming goods. Once title vests, the State has an insurable interest. If the solicitation does not address shipping costs (i.e., no "Shipping / Risk of Loss" clause is included), risk of loss may be addressed in a separate clause: "Unless the loss or damage is caused by Contractor, State accepts the risk of loss upon taking physical possession."</p>
7B223-1	<p>SOFTWARE LICENSING AGREEMENTS FOR COTS (SEPT 2008):</p> <p>(a) As used in this paragraph, these terms are defined as follows: "Software" means any computer program or computer database which you have, or should have, identified in your offer pursuant to this clause. "COTS Piggyback" means the document attached to this solicitation and entitled South Carolina Standard Amendment To End</p>	<p>For use only by ITMO!</p>

Clause #	Text	Guidance on Use
	<p>User License Agreements For Commercial Off-The-Shelf Software, which serves as South Carolina's standard amendment to a licensor's standard licensing agreement (regardless of how denominated, e.g., master software licensing agreement, end user license agreement) for commercial off-the-shelf software.</p> <p>(b) If your offer involves the licensing of software by the state, your offer should specifically identify each item of software and explain whether you propose to license the software directly, to sublicense the software, or to resell software licensed directly by a third party. If a third party licensor is involved, please identify the licensor. Regardless of your licensing model, for each software publisher whose software is identified, please include that publisher's standard complete product list and all licensing agreements applicable to the software identified on that product / price list. Any licensing agreements submitted should be the standard version, not a version customized for South Carolina. Notwithstanding any other provision of this contract, if you are not licensing the software directly, the state may elect to acquire the software from a third party. (The state has, and continues to enter, a number of standing, statewide, software licensing agreements directly with software licensors. At any time, a software publisher may ask the state to enter such a statewide agreement. Such requests should be directed to ITMO.)</p> <p>(c) Software will be licensed under a separately executed agreement, regardless of whether the license is acquired through you or a third party. Any documents included in your offer, to the extent they address the licensing of software and any services provided pursuant to the COTS Piggyback, will not form part of any contract resulting from this solicitation. Notwithstanding the foregoing, to the extent your offer address the pricing, payment, or resale of a license of software or any services provided pursuant to the COTS Piggyback, those terms will form part of the contract resulting from this solicitation. For any software for which the state and a licensor have not already executed a COTS Piggyback (or other similar standard state agreement), you may be asked, after opening but prior to award, to acquire and submit an executed copy of the COTS Piggyback. If a COTS Piggyback cannot be timely executed for all software, the state may reject your offer. You should communicate with your proposed licensors well in advance of submitting a proposal; Licensors should be informed that few, if any, changes will be made to the COTS Piggyback.</p> <p>(d) Notwithstanding the clause entitled "Contract Documents &amp; Order of Precedence," but consistent with paragraph (c) above, any contract arising out of this solicitation shall not include either (i) the direct licensing of software by the state or (ii) technical support or software maintenance services which the state must acquire in order to continue licensing such Software (hereinafter "mandatory support services"). Notwithstanding the clause entitled "Contract Documents &amp; Order of Precedence," any contract arising out of this solicitation shall not include a separately executed COTS Piggyback or any documents attached to a COTS Piggyback.</p> <p>[07-7B223-1]</p>	



Clause #	Text	Guidance on Use
7B225-1	STATEWIDE TERM CONTRACT (JAN 2006): With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer. [07-7B225-1]	Include this base clause in all statewide term contracts.  Whenever this clause is used, you must also use the clause entitled "Statewide Term Contract - Acceptance of Offers 10% Below Price".
7B227-1	STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012): Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]	This clause should be used in conjunction with clause 7B225. Use of clause 7B227 should be accompanied by the Purchase Order Attachment, identified as clause 9020. Include this clause in all, and only in, statewide term contracts. This clause reflects the rule created by Section 11-35-310(35), in the definition of "term contract".
7B230-1	STATEWIDE TERM CONTRACT – SCOPE (JAN 2006): The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]	See guidance on Part 1.
7B235-1	STORAGE OF MATERIALS (JAN 2006): Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation. [07-7B235-1]	Optional. Use as appropriate.
7B236-1	SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]	

Clause #	Text	Guidance on Use
7B237-1	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]	
7B240-1	TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is years, months, days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]	By default, the clause sets the initial term at one year. You should modify this number as appropriate.  Vending Facilities: Procurement Officers are reminded that the Commission for the Blind has an option to operate any vending facility operated on state land (certain exclusions apply). At least 90 days prior to the expiration of the initial contract term, consult with your management regarding agency compliance with Title 43, Chapter 26. See particularly Section 43-26-60(c) & (e).
7B245-1	TERM OF CONTRACT – OPTION TO RENEW (JAN 2006): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]	Optional. Use as appropriate.
7B250-1	TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least days prior to the expiration of the then current term. [07-7B250-1]	Optional. Use as appropriate. For larger, or more complex contracts, use a longer time period than 90 days.
7B255-1	TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006): Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]	Include this clause in all Indefinite Quantity Contracts (including multi-agency and statewide term). Do not use this clause without also using one of the other two termination-for-convenience clauses.
7B260-1	TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent	Optional. Ordinarily, this clause should be used for contracts with an expected value of \$100,000 or less. See general guidance under Termination for Convenience (August 2005).

Clause #	Text	Guidance on Use
	<p>specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]</p>	
7B265-1	<p>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</p>	<p>Use the provision entitled Termination for Convenience – Short Form (JAN 2006) for contracts with an expected value of \$100,000 or less. Use this clause for contracts in excess of that value.</p> <p>Comments: (1) The contractual right to terminate for convenience may not be exercised in bad faith. S.C. Code Ann. § 11-35-30 (requiring good faith in the performance of all contractual obligations). (2) Section 11-35-4310 states "(b) the contract may be terminated and the payment of such damages, if any, as may be provided in the contract, may be awarded." If a contract is terminated by the CPO or Panel, the termination should be effectuated by exercising any termination right granted by contract.</p>

Clause #	Text	Guidance on Use
	<p>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.</p> <p>(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;</p> <p>(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:</p> <p>(i) contract prices for supplies or services accepted under the contract;</p> <p>(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;</p> <p>(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;</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>[07-7B265-1]</p>	
7B275-1	WARRANTY – ONE YEAR (JAN 2006): Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation. [07-7B275-1]	Optional. Use as appropriate.
7B280-1	WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]	Optional. Use as appropriate.
7B285-1	YEAR 2000 WARRANTY (JAN 2006): Contractor represents and warrants that the equipment is designed to be used prior to, during, and after the calendar year 2000	Optional. Use as appropriate.

Clause #	Text	Guidance on Use
	A.D., and that the equipment will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. [07-7B285-1]	
	<b>PART 7C- MISCELLANEOUS CLAUSES</b>	
7C005-1	<p>BLANKET PURCHASE AGREEMENTS (NOV 2007):</p> <p>(a) Pursuant to S.C. Regulation 19-445.2100(B), this purchase order establishes a blanket purchase agreement to facilitate filling repetitive needs for small quantities of miscellaneous supplies or services. Contractor shall furnish the supplies or services described herein in general terms, if and when requested by authorized personnel during the specified period and within the stipulated aggregate amount, if any. The State is obligated only to the extent of authorized calls actually placed against this blanket purchase agreement. Only those individuals expressly identified herein, by organizational component, and within any dollar limitations identified herein, may place calls under the agreement. Calls against this blanket purchase agreement generally will be made orally, except that informal correspondence may be used when ordering against agreements outside the local trade area. Written calls may be executed. Acceptance of supplies, services, or information technology shall be indicated by signature and date on the appropriate form by authorized personnel after verification and notation of any exceptions. This agreement shall be issued for a period of no longer than 12 months.</p> <p>(b) All shipments under the agreement, except subscriptions and other charges for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips which shall contain the following minimum information: (1) name of supplier; (2) blanket purchase agreement number; (3) date of call; (4) call number; (5) itemized list of supplies or services furnished; (6) quantity, unit price, and extension of each item less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and (7) date of delivery or shipment.</p> <p>The State shall choose one of the following statements:</p> <p>___ A summary invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipted copies of the delivery tickets.</p> <p>___ An itemized invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Such invoices need not be supported by copies of delivery tickets.</p> <p>___ When billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated provided that a consolidated payment will be made for each specified period; and the period of any discounts will commence on final date of billing period or on the date of receipt of invoices for all deliveries accepted during the</p>	

Clause #	Text	Guidance on Use
	billing period, whichever is later. This procedure should not be used if the accumulation of the individual invoices materially increases the administrative costs of this purchase method. [07-7C005-1]	
7C010-1	STANDARD PURCHASE ORDER CLAUSE SET (NOV 2007)	See Appendix S.
	<b>PART 8</b>	
8001	VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL	Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. See guidance on the Uniform Solicitation Format at the beginning of this document.
8002-1	BIDDING SCHEDULE (NOV 2007): Insert Bid Invitation Line Item Schedule here	
8005-1	SECTION NOT APPLICABLE -- INTENTIONALLY OMITTED [08-8005-1]	This should only be used if no price or cost information is sought.
8010-1	BUSINESS PROPOSAL (JAN 2006): Offerors are to submit a Business Proposal as a separate document from the Technical Proposal. The Business Proposal may include the following considerations: (a) Total Cost of Ownership -- What is the anticipated cost of purchasing, owning, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract? Provide a detailed accounting. (b) Risk Analysis -- What internal or external factors could significantly impact the probability of completing this project on time and within budget? (c) Risk Mitigation -- What actions can be taken to mitigate the identified risks? (d) Risk Sharing -- Are there opportunities for mutually beneficial risk sharing? (e) Performance Incentives -- Are there opportunities for performance-based incentives? (f) Financing Options -- Are there alternative financing options available to the State? [08-8010-1]	Use as appropriate in RFPs.
8015-1	PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]	The clause entitled Contents of Offer (RFP) – SPO states that “Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.” Use this clause if you need the cost / price proposal to be separate. Use as appropriate in RFPs.
	<b>PART 9</b>	
9001	IX. ATTACHMENTS TO SOLICITATION	Mandatory. Include this header at the beginning of the appropriate part of the Uniform Solicitation Format. See guidance on the Uniform Solicitation Format at the beginning of this document.  Current Attachments appear in the Appendix of this Compendium.



Clause #	Text	Guidance on Use
9002-1	ATTACHMENTS LIST [09-9002-1] The following documents are attached to this solicitation:	Use this clause to identify attachments to the solicitation.
9005-1	NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	See Appendix H.
9010-1	OFFEROR'S CHECKLIST (JUN 2007)	See Appendix I.
9015-1	Please see the Attachment containing the State of South Carolina "Standard Equipment Agreement". [09-9015-1]	See Appendix J.
9020-1	PURCHASE ORDER ATTACHMENT - ACCEPTANCE OF OFFERS 10% BELOW STATEWIDE TERM CONTRACT PRICE	See Appendix ____.
<b>Award Statement Clauses</b>		
A140-1	The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective , . Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.	Standard language of notice of intent to award a contract.
A150-1	The State awards the contract(s) noted below. This document is the final Statement of Award, effective , . Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.	Statement of award.
A160-1	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.	Use this clause if the contractor should delay beginning work until receipt of a purchase order or other notice to proceed.
A205-1	THE INTENT TO AWARD IS CANCELLED. CPO'S WRITTEN DETERMINATION INCLUDED.	<p>If a procurement activity is terminated after posting of the intent to award, but prior to final award, the termination should be effectuated by re-posting your award statement, annotated with this clause to reflect its cancellation. Include the CPO's written determination under R. 19-445.2085(C).</p> <p>If the procurement activity is terminated after the award has gone final, the award need not be cancelled. The matter is one of contract administration.</p>
A210-1	THE INTENT TO AWARD IS CANCELLED. REFERENCE CHIEF PROCUREMENT OFFICER'S PROTEST DECISION.	Use for awards terminated pursuant to a decision issued by a CPO or Panel to cancel.
A215-1	AWARD - ONE RESPONSE RECEIVED: IN ACCORDANCE WITH SC PROCUREMENT CODE 11-35-1520(10) AWARD, "WHEN ONLY ONE RESPONSE IS RECEIVED, THE NOTICE OF INTENT TO AWARD AND THE DELAY OF AWARD MAY BE WAIVED."	Use when only one response received.
A220-1	NO AWARD IS MADE ON ITEM(S): . AWARD TO BE MADE AT A LATER DATE.	Use if not awarding all items at one time.
A225-1	REINSTATEMENT NOTICE THE INTENT TO AWARD IS HEREBY REINSTATED	Use to reinstate a previously suspended award, e.g., a protest is denied and unappealed.

Clause #	Text	Guidance on Use
A230-1	RESIDENT VENDOR PREFERENCE (AS DEFINED IN SECTION 11-35-1524) HAS BEEN APPLIED IN THIS AWARD.	Add to indicate the award was determined by the preference.
A235-1	SOUTH CAROLINA / UNITED STATES MADE, MANUFACTURED OR GROWN PREFERENCE (AS DEFINED IN SECTION 11-35-1524) HAS BEEN APPLIED IN THIS AWARD.	Add to indicate the award was determined by the preference.
A240-1	SUSPENSION NOTICE PROTEST: IN RESPONSE TO A PROTEST, THE INTENT TO AWARD IS HEREBY SUSPENDED PENDING THE ADMINISTRATIVE REVIEW BY THE CHIEF PROCUREMENT OFFICER.	Use this when the award process is suspended under 11-35-4210(7).
A250-1	CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.	This clause is nothing more than a reminder to the contractor to provide the certificate prior to performance.
A260-1	NO OFFERS RECEIVED MET SOLICITATION REQUIREMENTS.	Use if all offers are non-responsive.
A265-1	NO AWARD IS MADE ON ITEM(S): . FUNDS HAVE EXPIRED.	Use if funds expired. Requires written determination under R. 19-445.2065.
A270-1	NO AWARD IS MADE ON ITEM(S): . NO LONGER REQUIRED.	After opening, requires written determination under R. 19-445.2065(b).
A275-1	NO AWARD IS MADE ON ITEM(S): . NO BIDS RECIEVED.	Use if no bids received.
A280-1	NO AWARD-NO AWARD IS MADE ON ITEM(S): . PRICE IS CONSIDERED EXCESSIVE.	Requires written determination of price unreasonableness under either R. 19-445.2065(b)(6) or 19-445.2070(d).
A285-1	NO AWARD IS MADE ON ITEM(S): . WILL BE RE-SOLICITED WITH REVISED SPECIFICATIONS.	Requires written determination under R. 19-445.2065(b).
A290-1	OFFERS FOR ITEMS, , AT PRICES LOWER THAN THAT OF AWARD ARE NON-RESPONSIVE AS THEY DID NOT MEET THE SOLICITATION REQUIREMENTS.	Optional Note: This note may be used to inform one or more unsuccessful low Offerors that they were non-responsive or non-responsible. Use is optional.
A300-1	REVIEW PERIOD EXTENSION NOTICE THE STATE REQUIRES ADDITIONAL TIME TO REVIEW THE OFFERS; ACCORDINGLY, THE REVIEW TIME IS EXTENDED. INFORMATION REGARDING THE AWARD WILL BE POSTED ON .	Use when additional time is required to evaluate offers.
A400-1	Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35- 4210]	
A410-1	PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing (a) by email to protest-itmo@itmo.sc.gov , (b) by facsimile at 803-737-0102 , or (c) by post or delivery to 1201 Main Street, Suite 430, Columbia, SC 29201	



Table of Clauses (APR 2014)

<i>Clause #</i>	<i>Text</i>	<i>Guidance on Use</i>
A420-1	PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.sc.gov , (b) by facsimile at 803-737-0639 , or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.	

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## APPENDICES TO COMPENDIUM

- A. Cover Page MMO (NOV 2007)
- B. *[Reserved]*
- C. Cover Page On-Line Bidding (NOV 2007)
- D. Page Two
- E. Change Order Form (MAY 2011)
- F. Record of Negotiations (MAY 2011)
- F-1. Record of Negotiations - Samples
- G. Instructions for Submitting Cost-Price Data (Table 15-2)
- H. Instructions for Non-Resident Taxpayer Registration
- I. Offeror's Checklist
- J. Standard Equipment Agreement
- K. Sample Low Bid Formulas
- L. SCEIS Dialog and Decision Tree [Draft]
- M. Award Statement - Samples
- N. Intent to Award - Samples
- O. *[Reserved]*
- P. List of Compendium Clauses
- Q. Compendium Change Log (AUG 2013)
- R. User-selected Clauses
- S. Standard Purchase Order Clause Set (NOV 2007)
- T. *[Reserved for Buyer Confirmation Report]*
- U. *[Reserved for Buyer Confirmation Report]*

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Appendix A  
Cover Page MMO (NOV 2007)

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# State of South Carolina

## Request for Proposal

Solicitation Number:  
Date Issued:  
Procurement Officer:  
Phone:  
E-Mail Address:

DESCRIPTION: **Banking Services for Midlands Technical College**

USING GOVERNMENTAL UNIT: **Midlands Technical College**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

**MAILING ADDRESS:**

Materials Management Office  
PO Box 101103  
Columbia SC 29211

**PHYSICAL ADDRESS:**

Materials Management Office  
Capital Center  
1201 Main Street, Suite 600  
Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **02/13/2014 2:30 P.M.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **01/28/2014 10:00 A.M.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original marked "Original," Seven (7) Copies marked "Copy", One (1) Redacted Copy via electronic media** (marked "redacted"), (See "Submitting Redacted Offers" provision Section IV., "Submitting Confidential Information" Section II.A., & "Magnetic Media" provision Section II.B.)

CONFERENCE TYPE: **Not Applicable**  
DATE & TIME:

LOCATION: **Not Applicable**

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

**AWARD &  
AMENDMENTS**

Award will be posted on **02/28/2014**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

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

**NAME OF OFFEROR**

(full legal name of business submitting the offer)

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

**AUTHORIZED SIGNATURE**

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

**TAXPAYER IDENTIFICATION NO.**

(See "Taxpayer Identification Number" provision)

**TITLE**

(business title of person signing above)

**STATE VENDOR NO.**

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

**PRINTED NAME**

(printed name of person signing above)

**DATE SIGNED**

**STATE OF INCORPORATION**

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship

☐ Partnership

☐ Other \_\_\_\_\_

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ Government entity (federal, state, or local)

## Appendix B

### [Reserved]

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## Appendix C

### Cover Page On-Line Bidding (NOV 2007)

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	<b>State of South Carolina</b>  <b>Fixed Price Bid</b>	Solicitation Number:	
		Date Issued:	
		Procurement Officer:	
		Phone:	
		E-Mail Address:	

DESCRIPTION: **FPB: XIRRUS WIRELESS NETWORK PRODUCTS & SERVICES**

USING GOVERNMENTAL UNIT: **STATEWIDE TERM CONTRACT**

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

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

SUBMIT OFFER BY (Opening Date/Time): **08/08/2013 14:30:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **07/29/2013 13:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **SEE PAGE 3**

CONFERENCE TYPE: <b>Not Applicable</b> DATE & TIME:  <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small>	LOCATION: <b>Not Applicable</b>
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AWARD & AMENDMENTS	Award will be posted on <b>08/09/2013</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR  <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>		TAXPAYER IDENTIFICATION NO.  <small>(See "Taxpayer Identification Number" provision)</small>
TITLE  <small>(business title of person signing above)</small>		STATE VENDOR NO.  <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )</small>
PRINTED NAME  <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION  <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <span style="float: right;"><small>(See "Signing Your Offer" provision.)</small></span>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

COVER PAGE (NOV. 2007)



**PAGE TWO**

(Return Page Two with Your Offer)

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

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - 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](http://www.procurement.sc.gov/preferences) . **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] **PREFERENCES DO NOT APPLY**

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)). <b>PREFERENCES DO NOT APPLY</b>	
_____ In-State Office Address same as Home Office Address	
_____ In-State Office Address same as Notice Address (check only one)	

## Appendix E

### Change Order Form (MAY 2011)

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	<p style="text-align: center;"><b>State of South Carolina</b></p> <p style="text-align: center;"><b>Change Order #x</b></p>	<p><b>Contract Number</b> :</p> <p>Procurement Officer :</p> <p>Phone :</p> <p>E-Mail Address :</p> <p>Address :</p>
--	---	--

DESCRIPTION:

USING GOVERNMENTAL UNIT:

CONTRACTOR'S NAME AND ADDRESS:

TYPE OF CHANGE:

- ☐ Change to Contract Scope of Work
- ☐ Change to Contract Pricing Pursuant to Existing Contract Clause.  
 Clause Name \_\_\_\_\_. Clause No. \_\_\_\_\_
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- ☐ Other Change

**IMPORTANT NOTICE:**

☐ Change Order: Contractor is required to sign this document and return \_\_\_\_\_ copies to the procurement officer named above by the following date: \_\_\_\_\_.

☐ Contract Modification: Contractor is required to acknowledge receipt of this document in writing by the following date: \_\_\_\_\_. Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION:

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. *[Procurement Officer must initial here \_\_\_\_\_ if Certificate inapplicable to this Change Order]*

(See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:

By: \_\_\_\_\_  
 (authorized signature)

\_\_\_\_\_  
 (printed name of person signing above)

Its: \_\_\_\_\_  
 (title of person signing above)

Date: \_\_\_\_\_

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL ENTITY:

By: \_\_\_\_\_  
 (authorized signature)

\_\_\_\_\_  
 (printed name of person signing above)

Its: \_\_\_\_\_  
 (title of person signing above)

Date: \_\_\_\_\_



## Appendix F

### Record of Negotiations (MAY 2011)

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# State of South Carolina

## RECORD OF NEGOTIATIONS

<b>Solicitation Number :</b>	
Procurement Officer :	
Phone :	
E-Mail Address :	
Address :	

**CONTRACT DESCRIPTION:**

USING GOVERNMENTAL UNIT:

OFFEROR'S NAME AND ADDRESS:

**IMPORTANT NOTICE:**

Offeror is required to sign this document and return \_\_\_\_\_ copies to the procurement officer named above by the following date: \_\_\_\_\_.

DESCRIPTION OF NEGOTIATED CHANGES:

(attach additional pages if necessary)

Except as provided herein, all terms and conditions of the Offer and the Solicitation remain unchanged and remain in full force and effect.

OFFEROR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Offeror certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Offeror to the Procurement Officer in support of the proposed contract are accurate, complete, and current as of the date this record of negotiations is signed. [Procurement Officer must initial here \_\_\_\_\_ if Certificate inapplicable to this Record of Negotiations]

(See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT  
BINDING OFFER TO ENTER A CONTRACT ON BEHALF OF  
OFFEROR:

By: \_\_\_\_\_  
(authorized signature)

(printed name of person signing above)

Its: \_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

SIGNATURE OF PERSON AUTHORIZED TO APPROVE  
NEGOTIATED MODIFICATIONS ON BEHALF OF USING  
GOVERNMENTAL ENTITY:

By: \_\_\_\_\_  
(authorized signature)

(printed name of person signing above)

Its: \_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

## Appendix F-1

### Sample Records of Negotiations (Reserved)

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# Appendix G

## Instructions for Submitting Cost-Price Data (Table 15-2)

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This document provides instructions for preparing a contract pricing proposal when cost or pricing data are required.

Note 1: There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

Note 2: By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

### I. General Instructions

#### A. You must provide the following information on the first page of your pricing proposal:

- (1) Solicitation, contract, and/or modification number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (6) Proposed cost; profit or fee; and total;
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS (other than a noncompliance that the cognizant Federal agency official has determined to have an immaterial cost impact), and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (9) The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.
- (10) Date of submission; and
- (11) Name, title, and signature of authorized representative.

#### B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

- C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 2.101). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including--
  - (1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
  - (2) The nature and amount of any contingencies included in the proposed price.
- D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
- E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.
- H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

## II. Cost Elements

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. Materials and services. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph IIA(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.
  - (1) Adequate Price Competition. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).
  - (2) All Other. Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given

on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

- B. Direct Labor. Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.
- C. Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- D. Other Costs. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. Royalties. If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
  - (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers.
  - (4) Patent application serial numbers, or other basis on which the royalty is payable.
  - (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
  - (6) Percentage or dollar rate of royalty per unit.
  - (7) Unit price of contract item.
  - (8) Number of units.
  - (9) Total dollar amount of royalties.
  - (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).
- F. Facilities Capital Cost of Money. When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

### III. Formats for Submission of Line Item Summaries

#### A. New Contracts (Including Letter Contracts)

Column #1 – Cost elements

Column #2 – Proposed contract estimate – total cost

Column #3 – Proposed contract estimate – unit cost

Column #4 - Reference

#### Column and Instruction

- (1) Enter appropriate cost elements.
- (2) Enter those necessary and reasonable costs that, in your judgment, will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract), describe them on an attached supporting page. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.
- (3) Optional, unless required by the Contracting Officer.



- (4) Identify the attachment in which the information supporting the specific cost element may be found.  
(Attach separate pages as necessary.)

**B. Change Orders, Modifications, and Claims**

Column #1 – Cost elements  
Column #2 - Estimated cost of all work deleted  
Column #3 - Cost of deleted work already performed  
Column #4 - Net cost to be deleted  
Column #5 – Cost of work added  
Column #6 – Net cost of change  
Column #7 – Reference

**Column and Instruction**

- (1) Enter appropriate cost elements.
- (2) Include the current estimates of what the cost would have been to complete the deleted work not yet performed (not the original proposal estimates), and the cost of deleted work already performed.
- (3) Include the incurred cost of deleted work already performed, using actuals incurred if possible, or, if actuals are not available, estimates from your accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if you desire to retain these items or any portion of them, indicate the amount offered for them.
- (4) Enter the net cost to be deleted, which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) minus Column (3) equals Column (4).
- (5) Enter your estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.
- (6) Enter the net cost of change, which is the cost of work added, less the net cost to be deleted. Column (5) minus Column (4) equals Column (6). When this result is negative, place the amount in parentheses.
- (7) Identify the attachment in which the information supporting the specific cost element may be found.  
(Attach separate pages as necessary.)

**C. Price Revision/Redetermination**

Column #1 – cutoff date  
Column #2 – Number of units completed  
Column #3 – Number of Units to be completed  
Column #4 – Contract amount  
Column #5 – Redetermination proposal amount  
Column #6 – Difference  
Column #7 – Cost elements  
Column #8 – Incurred cost - preproduction  
Column #9 – Incurred cost – completed units  
Column #10 – Incurred cost – work in process  
Column #11 – Total incurred cost  
Column #12 – Estimated cost to complete  
Column #13 – Estimated total cost  
Column #14 – Reference  
(Use as applicable).

**Column and Instruction**

- (1) Enter the cutoff date required by the contract, if applicable.
- (2) Enter the number of units completed during the period for which experienced costs of production are being submitted.
- (3) Enter the number of units remaining to be completed under the contract.

- (4) Enter the cumulative contract amount.
- (5) Enter your redetermination proposal amount.
- (6) Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parentheses. Column (4) minus Column (5) equals Column (6).
- (7) Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.
- (8) Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from your books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from your records, enter in this column your best estimates. Explain the basis for each estimate and how the costs are charged on your accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead). Also show how the costs would be allocated to the units at their various stages of contract completion.
- (9) Enter in Column (9) the production costs from your books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date.
- (10) Enter in Column (10) the costs of work in process as determined from your records or inventories at the cutoff date. When the amounts for work in process are not available in your records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which your proposal relates.
- (11) Enter total incurred costs (Total of Columns (8), (9), and (10)).
- (12) Enter those necessary and reasonable costs that in your judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which your proposal relates.
- (13) Enter total estimated cost (Total of Columns (11) and (12)).
- (14) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

[62 FR 51230, Sept. 30, 1997, as amended at 63 FR 58596, Oct. 30, 1998; 66 FR 2129, Jan. 10, 2001; 67 FR 6115, Feb. 8, 2002]

# Appendix H

## Instructions for Non-Resident Taxpayer Registration

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### **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.

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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.

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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](http://www.sctax.org)**

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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.

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

[09-9005-1]

# Appendix I

## Offeror's Checklist

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### OFFEROR'S CHECKLIST

#### *AVOID COMMON BID/PROPOSAL MISTAKES*

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

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

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

## Appendix J

### Standard Equipment Agreement

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## STATE OF SOUTH CAROLINA STANDARD EQUIPMENT AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_  
whose address is \_\_\_\_\_

(Lessor) and \_\_\_\_\_, an agency of the State of South Carolina (Lessee).

If this Agreement is entered into as a result of a solicitation, in the event of an inconsistency between provisions of this Agreement and other terms of the solicitation, the inconsistency shall be resolved by giving precedence to the terms and conditions of the solicitation. This Agreement is entered into in connection with solicitation or contract number \_\_\_\_\_.

Lessor hereby leases to Lessee the equipment described on the attached Exhibit A, upon the following terms:

1. **TERM OF LEASE**

The term of this Agreement shall commence on the date of acceptance by Lessee and shall continue for a period of \_\_\_\_\_  
unless sooner terminated by either party as provided herein. The initial term and renewal term cannot exceed a total of five (5) years.

2. **RENTAL**

Lessee agrees to pay rental of: (1) \_\_\_\_\_ Dollars per \_\_\_\_\_ during the term of this Agreement, or (2) the amounts and upon the conditions stated in the Schedule of Payments attached as Exhibit B. The first rental payment shall be due and payable on the day after the date of acceptance by Lessee. Subsequent payments shall be due on the \_\_\_\_\_ day of each \_\_\_\_\_ thereafter. South Carolina sales or use taxes shall be stated separately.

3. **DELIVERY**

Delivery shall be not later than \_\_\_\_\_ from date hereof, time being of the essence. Delivery costs shall be borne by \_\_\_\_\_, and such costs shall not exceed \_\_\_\_\_.

4. **INSTALLATION**

Lessor shall install the equipment at a suitable location designated by Lessee. Installation costs shall be borne by \_\_\_\_\_, and such costs shall not exceed \_\_\_\_\_.

5. **ACCEPTANCE**

Upon delivery and installation of the equipment at \_\_\_\_\_, Lessee shall test and inspect it, and if in good working order, accept the equipment and acknowledge the acceptance in writing. The date of acceptance shall be the date upon which Lessee acknowledges in writing that the equipment is installed and operating properly.

6. **MAINTENANCE**

Lessee shall use the equipment in a careful and proper manner in compliance with its intended use. Lessor shall at its expense maintain each item of equipment in good mechanical condition and working order. Lessee shall not be responsible for normal wear and tear resulting from the use thereof.  
OR

Maintenance shall be as stated on the attached Exhibit C.

7. **INSPECTION**

Lessor shall have the right, upon reasonable prior notice to Lessee and during Lessee's normal working hours, to inspect the equipment and observe its use at the premises of Lessee.

8. **TITLE**

The equipment shall at all times remain the property of Lessor and Lessee shall have no right, title, or interest therein except as expressly set forth in this Agreement.

9. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of South Carolina.

10. **HOLD HARMLESS**

Lessor shall indemnify and save Lessee harmless from any and all liability, damages, expenses, causes of action, suits, claims or judgments arising from injury to person or property resulting from delivery or transportation of equipment caused by the negligence of Lessor, his agents or servants, and Lessor shall at its own expense, defend any and all suits which may be brought against Lessee, either alone or in conjunction with others, upon any such liability or claim or claims.

11. **JURISDICTION**

Lessor acknowledges that it is subject to the jurisdiction and process of the State of South Carolina as to all matters and disputes arising pursuant to the Agreement and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State or its political subdivisions. Lessor agrees to execute any and all agreements necessary to accomplish this provision.

12. **DEFAULT**

Upon the failure of Lessee to make any payment when due, or upon the failure of Lessee to perform any other obligations imposed upon it by this Agreement and upon the continuance of such failure after the receipt of thirty (30) days written notice thereof from Lessor, Lessee shall be deemed to be in default and Lessor shall have the right to terminate this Agreement.

Upon the failure of Lessor to perform any obligation imposed upon it by this Agreement, and upon the continuance of such failure after receipt of \_\_\_\_\_ days written notice thereof from Lessee, Lessor shall be deemed to be in default and Lessee shall have the right to terminate this Agreement.

13. **TERMINATION**  
(a) This Agreement may be terminated by Lessee's giving thirty (30) days prior written notice of such termination to Lessor. Lessee shall negotiate reasonable termination costs, if applicable.  
(b) Upon the termination of this Agreement as a result of a default by Lessor, Lessee shall be entitled to proceed by appropriate court action to enforce specific performance of this Agreement, to recover damages for breach, or to take such other action as may be permitted by law.
14. **NON-APPROPRIATION CLAUSE**  
Notwithstanding any other provisions of this Agreement, the parties agree that the rental is payable by Lessee from appropriations, grants, and monies from the State Legislature and other governmental entities. In the event sufficient appropriation, grants, and monies are not made available to Lessee to pay this rent for any fiscal year, this Agreement shall terminate without further obligation of Lessee. In such event, the chief executive officer of Lessee shall certify to Lessor that sufficient funds have not been made available to Lessee to meet the obligations of this Agreement; and such certification shall be conclusive upon the parties.
15. **RENEWAL**  
Lessee may, at its option by giving written notice to Lessor not less than thirty (30) days prior to the expiration of the initial term, renew this Agreement for an additional term of \_\_\_\_\_ upon the same terms and conditions as this Agreement, provided that the initial term and the renewal term cannot exceed a total of five (5) years.
16. **NOTICES**  
All notices and other communications made or required to be given under this Agreement shall be made in writing and mailed to the other party at its address as set forth herein or at such address as the party may provide from time to time.  
  
Lessor's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Lessee's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
17. **ASSIGNMENT**  
Lessor may, with the prior approval of Lessee, assign its right to receive payment of rent hereunder, provided that such assignments shall not relieve Lessor of its responsibility to perform any duty imposed herein.
18. **RELOCATION**  
In the event Lessee desires to relocate the equipment within its offices or elsewhere in South Carolina State Government, Lessor will submit a price quotation not to exceed Lessor's cost for the move or will prepare equipment to be moved by other mutually acceptable means.
19. **PATENTS INDEMNITY**  
Lessor shall defend, at its own expense, any action brought against Lessee to the extent that it is based on a claim that the equipment supplies by lessor infringes a United States Patent, and Lessor will pay any costs and will indemnify Lessee for all expenses which are attributable to any such claim including any award of damages against Lessee, provided Lessee gives Lessor prompt notice in writing of such claim, and further provided Lessor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.  
Should the equipment become, or in Lessor's opinion be likely to become, the subject of a claim or infringement of a United States Patent, Lessee shall permit Lessor, at its option and expense, either to procure for Lessee the right to continue using the equipment, to replace or modify the same so that they become non-infringing, or to discontinue the use of the equipment and accept its return.  
Lessor shall have no liability to Lessee with respect to any claim of patent infringement which is based upon the combination of equipment supplied hereunder with equipment or devices not supplied by Lessor.  
The foregoing states the entire liability of Lessor with respect to infringement of patents by the equipment.
20. **PAYMENTS**  
All payments due pursuant to this Agreement are solely the responsibility of the agency designated Lessee; the Office of General Services has no liability with respect to payments or breaches.
21. **ENTIRE AGREEMENT**  
This Agreement, attached exhibits hereto, and the solicitation documents, if any, constitute the entire Agreement between the parties and shall not be amended, altered or changed except after prior written approval from the Office of General Services, in compliance with the S.C. Consolidated Procurement Code, and by written agreement, signed by the parties.

Accepted and executed the date stated above.

LESSOR:

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

LESSEE:

BY: \_\_\_\_\_

ITS: \_\_\_\_\_



# Appendix K

## Sample Low Bid Formulas

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Note: The five examples provided in this Appendix L are just that, examples to illustrate a concept. The examples provided may have some defect and their inclusion here does not reflect any official approval for the use of these formulas or methods of determining a low bidder.

### **EXAMPLE #1 – Weighted Value**

#### **EVALUATION**

The State will use the following process in the evaluation and determination of an award:

- (a) An award will be made to the responsive and responsible bidder for each lot that offers the highest weighted value discount for all items listed in the Bidding Schedule. All categories in each lot that are being bid must be completely filled in or the bid will be considered non-responsive.
- (b) In addition, the State will make additional awards to responsive and responsible bidders that offer an average weighted value discount that is 5% or less than the base price of the lowest bidder stated in paragraph (a) above.
- (c) **Sample  
Vendor A Response**

BIDDING SCHEDULE

Brand ABC  
(Bid only as specified)

Category	Discount Off of Manufacture List Price		Weighted Value	Total
<b>LCD Projectors</b>				
Micro Portables (6 pounds or less)	45%	X	20%	= 9
Ultra Portables (6 pounds – 12 pounds)	55%	X	25%	= 13.75
Portables (12 – 20 pounds)	40%	X	35%	= 14
Accessories	30%	X	20%	= 6
		Total	100	= 42.75
		Total		= 45.74

**BIDDING SCHEDULE**

**LOT A: Dukane**  
**(Bid only as specified)**

Category	Discount Off of Manufacture List Price	Weighted Value	Total
<b>LCD Projectors</b>			
Micro Portables (6 pounds or less)	X	20%	=
Ultra Portables (6 pounds – 12 pounds)	X	25%	=
Portables (12 – 20 pounds)	X	35%	=
Accessories	X	20%	=
	Total	100	=
	Total		

\*The weights shown above will be applied by the State in the evaluation of bid responses to determine the lowest price.

## **EXAMPLE #2 – Weighted Value**

### **LOT B: ESRI**

**The following software products are indicative of ESRI's product line that may be initially placed on the contract(s) by the State at the beginning of the term contract(s):**

- Arcview (current version/release)
- Arcview Upgrade (current version/release)
- Arcview Spatial Analyst Ext for WIN 95, NT (current version/release)
- Arcview Spatial Analyst Ext 12 Mon. SPRT FOR WIN 95 (current version/release)
- Arcview Ntwrk Analyst Ext for WIN 95, NT (current version/release)
- Arcview Ntwrk Analyst Ext 12 Mon. SPRT FOR WIN 95 (current version/release)
- Arcpress for Arcview GIS for WIN 3.X, 95, NT (current version/release)
- ArcView Concurrent User License (current version/release)
- ArcGIS 3D Analyst Concurrent User Package (current version/release)
- ArcGIS StreetMap USA Concurrent Use License (current version/release)
- ArcGIS Geostatistical Analyst Concurrent Use Package (current version/release)
- ArcGIS Spatial Analyst Concurrent Use Package (current version/release)

### **BIDDING SCHEDULE**

**ESRI = Brand  
(Bid only as specified)**

#### **CATEGORY**

#### **DISCOUNT OFF OF ESRI ESTIMATED RETAIL PRICE/LIST PRICE**

**License Only**

---

**Software Upgrade**

---

**Software Media**

---

**Software Documentation**

---

**Full Package Product\Shrink-Wrap Product**

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## EVALUATION OF LOT B (ESRI)

The State will evaluate bids for Lot B (ESRI) by calculating the total weighted discount for the five categories (using the weighted averages below for each category) and then add the total weighted discounts up for ESRI to determine the total score for each bidder.

<u>CATEGORY</u>	<u>WEIGHTED AVERAGE</u>
<b>Software License Only</b>	<b>35%</b>
<b>Software Upgrade</b>	<b>30%</b>
<b>Software Media</b>	<b>19%</b>
<b>Documentation</b>	<b>8%</b>
<b>Full Package ("Shrink-Wrap") Product</b>	<b>8%</b>

### SAMPLE BID:

<u>CATEGORY</u>	<u>DISCOUNT OFF OF ESRI'S ESTIMATED RETAIL PRICE/LIST PRICE</u>
<b>Software License Only</b>	<b>10%</b>
<b>Software Upgrade</b>	<b>5%</b>
<b>Software Media</b>	<b>5%</b>
<b>Documentation</b>	<b>3%</b>
<b>Full Package ("Shrink-Wrap") Product</b>	<b>5%</b>

## Sample Evaluation

<u>CATEGORY</u>	<u>WEIGHTED AVERAGE)</u>	<u>DISCOUNT OFF OF <b>ESRI's</b> ESTIMATED RETAIL PRICE/LIST PRICE</u>					
<b>Software License Only</b>	35%	10%	=	.35	x	10	3.50
<b>Software Upgrade</b>	30%	5%	=	.30	x	5	1.50
<b>Software Media</b>	19%	5%	=	.19	x	5	0.95
<b>Documentation</b>	8%	3%	=	.08	x	3	0.24
<b>Full Package ("Shrink- Wrap) Product</b>	8%	5%	=	.08	x	5	0.40
			<b>Total</b>				6.59

From the evaluation process, the State will award contract(s) to the responsive and responsible bidder with the highest total score for Lot B (ESRI) and responsive and responsible bidders whose total scores are within five percent (5%) of the highest total score for Lot B (ESRI).

**EXAMPLE #3 – Fixed Price**

**BIDDING SCHEDULE**

**(Reference Novell Master License Agreement (MLA) # 127510-M5Z440)**

**DEADLINE FOR QUESTIONS: CLOSE OF BUSINESS ON JULY 22, 2004**

**Email questions to Debbie Lemmon @ dlemmon@cio.sc.gov**

**IMPORTANT**

**THE REFERENCE PRICE IS THE MAXIMUM PRICE THE STATE WILL PAY FOR THE PRODUCTS (RETAIL PRICE LESS PERCENTAGE (%) OFF OF RETAIL)**

**NOTE: BIDDERS MUST BID AT OR BELOW THE REFERENCE PRICE.**

**BIDDERS MUST COMPLETE BIDDER'S PRICE BID NON-ED AND BIDDER'S PRICE BID EDUCATIONAL IN ORDER TO BE CONSIDERED.**

<b>MANUFACTURER/BIDDER'S PRODUCT BID</b>	<b>REFERENCE PRICE: THE MAXIMUM THE STATE WILL PAY:</b>	<b>BIDDER'S PRICE BID NON-ED</b>
<b>EDUCATIONAL</b>		
Novell Master License Agreement ____%	RETAIL PRICE LESS 42%	%
Software License/Maintenance		
Novell Master License Agreement ____%	RETAIL PRICE LESS 10%	%
Premium Technical Support		
Novell Master License Agreement ____%	RETAIL PRICE LESS 10%	%
Documentation (Self Study Material)		

**(All associated cost must be included in the contract price)**

**NOTE: MEDIA IS NOT DISCOUNTED BUT IS FREE WITH AN ORDER OF \$5K OR MORE.**

**Contract Product Lines**

All vendors submitting a bid must be able to sell to the State the entire product line on contract. The following services are not included:

- Installation
- Implementation
- Consulting Services
- Training

**Premium Technical Support**

All premium technical support will be performed directly from Novell but purchase orders can be submitted to approved reseller that has been awarded a contract as a result of this solicitation.

**Performance to Contract**

Performance of the contract awarded to a Novell Approved Reseller(s) is contingent upon Novell Approved Reseller(s) approved to be added to the Novell Master License Agreement (MLA) # 127510-M5Z440.



**EXAMPLE #4 – Unit Cost Development****VIII. Revised Bidding Schedule / Cost Proposal****REVISED BID SCHEDULE – ITEM 1**

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
1	9529310100	229,900	HOURLY		

**Description: Contract Labor Services for B&CB – Item 1.**

This item computes hourly rate for employees who are ineligible for Hospitalization insurance or who elect not to purchase Hospitalization insurance.

Contractor must offer eligible employees (a) Hospitalization coverage; (b) Supplemental policy options; (c) Life Insurance; (d) Credit Union membership and privileges. This item assures that employees who do not participate in Hospitalization insurance, but would be eligible to participate in Life insurance and Credit Union membership and privileges.

FOR THE PURPOSE OF AN AWARD IT IS ESTIMATED THAT 229,900 HOURS WILL BE REQUIRED ANNUALLY FOR EMPLOYEES WHO DO NOT PARTICIPATE IN HOSPITALIZATION INSURANCE.

**BIDDERS MUST IDENTIFY:**

HOURLY RATE..... \$ 6.00

OVERHEAD..... %

PROFIT..... %

**TOTAL HOURLY COST**..... \$

FOR THE PURPOSE OF EVALUATING BIDS FOR AN AWARD THE HOURLY RATE IS \$6.00. BIDDERS MUST APPLY THE SAME OVERHEAD AND PROFIT PERCENTAGES ACCORDINGLY AND ENTER THEIR **TOTAL HOURLY COST** UNDER UNIT PRICE.

**REVISED BID SCHEDULE – ITEM 2**

Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
2	9529310100	57,475	HOURLY		
<b>Description: Contract Labor Services for B&amp;CB –ITEM 2</b>  This item computes hourly rate for insurance eligible employees who elect Hospitalization coverage through a duly licensed carrier or financial institution with the employee contributing a maximum of \$93.46 per month of the total premium for single coverage. Insurance eligible employees must work at least 30 hours per week and be employed by contractor at least 60 days.  Employees are also eligible to participate in (a) Supplemental policy options; (b) Life Insurance; (c) Credit Union membership and privileges.  <b>FOR THE PURPOSE OF AN AWARD IT IS ESTIMATED THAT 57,475 HOURS WILL BE REQUIRED ANNUALLY FOR EMPLOYEES ELECTING INSURANCE.</b>					

**BIDDERS MUST IDENTIFY:**

HOURLY RATE..... \$ 6.00

OVERHEAD..... %

PROFIT..... %

**TOTAL HOURLY COST**..... \$

FOR THE PURPOSE OF EVALUATING BIDS FOR AN AWARD THE HOURLY RATE IS \$6.00. BIDDERS MUST APPLY THE SAME OVERHEAD AND PROFIT PERCENTAGES ACCORDINGLY AND ENTER THEIR **TOTAL HOURLY COST** UNDER UNIT PRICE.

**FOR INFORMATION PURPOSES:** THE FOLLOWING ARE THE MINIMUM PAY RATES EACH EMPLOYEE IS TO BE PAID BY CONTRACTOR PER CLASSIFICATION. BIDDERS MUST SUPPLY THE SAME OVERHEAD AND PROFIT PERCENTAGES TO ALL GENERAL SERVICES DIVISION ESTABLISHED HOURLY RATES.

**EXAMPLE #5 – Unit Price Weighting**

Bid for Sedan, Police S./S., Intermediate, 4 Door - Dodge Charger

**III. Scope of Work / Specifications**

Specifications

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefor. Deviations must be explained in detail on separate attached sheet(s). (TCP093)

The specification section will consist of the following format for each vehicle:

1. Worksheet for calculating “Unit Price” and “Extended Price”
2. Vehicle Specifications
3. Vehicle Questionnaire

**Offerors are to post the “Base Price”, “Extended Price”, “Manufacturer”, and “Model” information to Section VIII (“Bidding Schedule Summary”).**

## WORKSHEET

Agency Req.: 990000668					
Item	Commodity / Service	Quantity	Unit Of Measure	Base Price	Extended Price
1	0700610100	25	Each		
<b>Description:</b> Sedan, Police S./S., Intermediate, 4 Door - Dodge Charger with <u>Hemi Engine Only</u> (Marked and Unmarked)					

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

The evaluated amount will consist of the “Base Price” (specified vehicle to include “Factory Installed Items”) plus the weighted value of “Add” option items (“Total Adds” x 25%) minus the weighted value of “Deduct” option items (“Total Deducts” x 25%). Complete the following worksheet to calculate the evaluated amount:

Base Price (enter in the “Base Price” block above).....\$ \_\_\_\_\_

PLUS     Total Adds    \$ \_\_\_\_\_ x 0.25 = \$ \_\_\_\_\_

MINUS    Total Deducts \$ \_\_\_\_\_ x 0.25 = < \$ \_\_\_\_\_ >

**Total Evaluated Amount                      \$ \_\_\_\_\_**

# Appendix L

## SCEIS Dialog and Decision Tree [DRAFT]

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- Bullets indicate included clauses
- ✓ Check marks indicate information that must be entered by the procurement officer

### 1. Source Selection

- (a) What is your Document Selection?
  - i. IFB (Competitive Sealed Bidding)
    - 02-2B055 – Clarification
    - 02-2B170 – Unit Prices Required
    - 03-3005 – See Bidding Schedule
    - 06-6020 – Award Criteria – Bids
    - 06-6050 – Calculating the Low Bid
  - ii. RFP (Competitive Sealed Proposal) Refresh if selected
    - 02-2B035 – Contents of Offer (RFP) – ITMO (only if entity conducting the procurement is Information Technology Office)
    - 04-4030 – Submitting Redacted Offers
      1. Traditional
        - 02-2B040 – Contents of Offer (RFP) – SPO
        - 02-2B060 – Discussions & Negotiations
        - 02-2B110 – Opening Proposals – Prices Not Divulged
        - 04-4005 – Information for Offeror to Submit – Evaluation
        - 06-6030 – Award Criteria – Proposals
        - 06-6065 – Evaluation Factors - Proposals
        - 08-8015 – Price Proposal
      2. Solutions Based
        - 02-2B030 – Contents of Offer (RFP) – Solutions Based
        - 02-2B060 – Discussions & Negotiations
        - 02-2B110 – Opening Proposals – Prices Not Divulged
        - 06-6030 – Award Criteria – Proposals
        - 06-6065 – Evaluation Factors – Proposals
        - 08-8010 – Business Proposal
  - iii. BVB (Competitive Best Value Bidding) Refresh if selected
    - 02-2B055 – Clarification
    - 02-2B170 – Unit Prices Required
    - 06-6025 – Award Criteria – Best Value Bids
    - 06-6050 – Calculating the Low Bid
    - 06-6060 – Evaluation Factors – Best Value Bid
      - ✓ Enter the evaluation factors Fill-in For Clause 06-6060
  - iv. FPB (Competitive Fixed Price Bidding)
    - 02-2B055 – Clarification
    - 03-3005 – See Bidding Schedule
    - 06-6023 – Award Criteria – Fixed Price Bidding
    - 06-6045 – Bids Received After Award – Fixed Price Bidding
  - v. RAUC (Reverse Auction/Competitive On-line Bidding)
    - 02-2B170 – Unit Prices Required
    - 03-3005 – See Bidding Schedule

### 2. Office Conducting Procurement

- (a) What entity is conducting the Procurement?
  - i. Information Technology Office
    - 02-2B120 – Protest CPO – ITMO Address
    - 04-4020 – Offshore Contracting

- (b) State Procurement Office
  - 02-2B080 – Mail Pickup
  - 02-2B122 – Protest CPO – MMO Address
  - 09-9010 – Offeror's Checklist
- (c) Agency (Refresh if Selected).
  - i. Who is the Relevant CPO
    - CPO – ITMO
      - 02-2B120 – Protest CPO – ITMO Address
    - CPO – MMO
      - 02-2B122 – Protest CPO – MMO Address
    - Not applicable – No Clause Selected

**3. Acquisition type: What are you acquiring**

- (a) Supplies
  - 01-1015 – Acquire Supplies/Equipment
  - 02-2B111 – Preferences – A Notice to Vendors (if Document Selection is NOT RFP)
  - 02-2B112 – Preferences – SC/US End-Product (if Document Selection is NOT RFP)
  - 02-2B114 – Preferences – Resident Vendor Preference (if Document Selection is NOT RFP)
  - 03-3025 – Delivery Date – 30 Days ARO
  - 03-3060 – Quality – New
  - 06-6075 – Unit Price Governs
  - 07-7B030 – CISG
  - 07-7B200 – Purchasing Card
  - 07-7B220 – Shipping/Risk of Loss
  - 07-7B236 – Substitutions Prohibited – End Product Preferences (if Document Selection is NOT RFP)
- (b) Services
  - 01-1010 – Acquire Services
  - 02-2B111 – Preferences – A Notice to Vendors(if Document Selection is NOT RFP)
  - 02-2B113A – Preferences – Resident Contractor Preference (if Document Selection is NOT RFP)
  - 02-2B113B – Preferences – Resident Subcontractor Preference (if Document Selection is NOT RFP)
  - 05-5030 – Subcontractor – Identification
  - 07-7B035 – Compliance with Laws
  - 07-7B060 – Contractor Personnel
  - 07-7B065 – Contractor's Obligation – General
  - 07-7B097 – Illegal Immigration
  - 07-7B115 – Licenses and Permits
  - 07-7B205 – Relationship of the Parties
  - 07-7B237 – Subcontractor Substitution Prohibited – Resident Subcontractor Preference (if Document Selection is NOT RFP)
  - 07-7B285 – Year 2000 Warranty (only if entity conducting the procurement is Information Technology Office)
- (c) Supplies & Services
  - 01-1005 – Acquire Services & Supplies
  - 02-2B111 – Preferences – A Notice to Vendors(if Document Selection is NOT RFP)
  - 02-2B112 – Preferences – SC/US End-Product (if Document Selection is NOT RFP)
  - 02-2B113A – Preferences – Resident Contractor Preference (if Document Selection is NOT RFP)
  - 02-2B113B – Preferences – Resident Subcontractor Preference (if Document Selection is NOT RFP)
  - 02-2B114 – Preferences – Resident Vendor Preference (if Document Selection is NOT RFP)
  - 03-3025 – Delivery Date – 30 Days ARO
  - 03-3060 – Quality – New

- 05-5030 – Subcontractor Identification
- 06-6075 – Unit Price Governs
- 07-7B030 – CISG
- 07-7B035 – Compliance with Laws
- 07-7B060 – Contractor Personnel
- 07-7B065 – Contractor's Obligation – General
- 07-7B097 – Illegal Immigration
- 07-7B105 – Intellectual Property Infringement
- 07-7B115 – Licenses and Permits
- 07-7B120 – Material and Workmanship
- 07-7B205 – Relationship of the Parties
- 07-7B220 – Shipping/Risk of Loss
- 07-7B236 – Substitutions Prohibited – End Product Preferences (if Document Selection is NOT RFP)
- 07-7B237 – Subcontractor Substitution Prohibited – Resident Subcontractor Preference (if Document Selection is NOT RFP)
- 07-7B285 – Year 2000 Warranty (only if entity conducting the procurement is Information Technology Office)

**4. What do you reasonably anticipate will be the maximum dollar value of a purchase order?**

- (a) Single Purchase Order Lesser Than \$100,000
  - 07-7B080 – Default (Short Form)
  - 07-7B260 – Termination for Convenience (Short Form)
- (b) Single Purchase Order Greater Than \$100,000
  - 07-7B025 – Changes
  - 07-7B075 – Default
  - 07-7B160 – Price Adjustments
  - 07-7B185 – Pricing Data – Audit – Inspection
  - 07-7B265 – Termination for Convenience

**5. Duration of Contract**

- (a) Does this contract have a fixed duration/end date?
  - 01-1040 – Maximum Contract Period – Estimated
    - ✓ Estimated Contract Start Date – Fill In For Clause 01-1040
    - ✓ Estimated Contract End Date – Fill In for Clause 01-1040
  - 07-7B240 – Term of Contract – Effective Date/Initial Contract Period
    - ✓ Term of Contract (Number of Years 1-30) – Fill In for Clause 07-7B240
    - ✓ Term of Contract (Number of Months 1-12) – Fill In for Clause 07-7B240
    - ✓ Term of Contract (Number of Days: 1-365) – Fill In for Clause 07-7B240
- (b) Does this Contract contain any renewal options?
  - 07-7B245 – Term of Contract – Option to Renew
    - ✓ Term of Renewal (Number of Years 1-30) - Fill In for Clause 07-7B245
    - ✓ Term of Renewal (Number of Months 1-12) - Fill In for Clause 07-7B245
    - ✓ Term of Renewal (Number of Days: 1-365) - Fill In for Clause 07-7B245
- (c) Will contractor have the option to terminate prior to the renewal of any optional terms:
  - 07-7B250 – Term of Contract – Termination by Contractor
    - ✓ Enter number of days allowed prior to renewal: (No value less than 30 should be acceptable): - Fill In for Clause 07-7B250

**6. Is the contract for an indefinite quantity of supplies or indefinite delivery of services**

- 07-7B045 – Contract Limitations
- 07-7B090 – Estimated Quantity – Purchases from Other Sources
- 07-7B095 – Estimated Quantity – Unknown
- 07-7B255 – Termination for Convenience – Indefinite Delivery/Indefinite Quantity Contracts

**7. Number of Using Agencies**

- (a) Single Agency Contract (Click Refresh)

- 03-3030 – Delivery/Performance Location - Specified
  - (b) Multi-Agency Contract
    - 03-3015 – Delivery Performance Location – Purchase Order
    - 07-7B210 – Relationship of Using Governmental Units
  - (c) Statewide Contract (SPO/ITMO Only)
    - 03-3015 – Delivery Performance Location – Purchase Order
    - 07-7B010 – Acceptance of Offers 10% Below Price
    - 07-7B050 – Contract Reporting Requirements (only if entity conducting the procurement is Information Technology Office)
    - 07-7B210 – Relationship of Using Governmental Units
    - 07-7B225 – Statewide Term Contract
    - 07-7B227 – Statewide Term Contract – Acceptance of Offers 10% Below Price
    - 07-7B230 – Statewide Term Contract - Scope
- 8. Will the contractor perform substantial services on government property?**
- 07-7B056 – Contractor's Liability Insurance
  - 07-7B100 – Indemnification – Third Party Claims
- 9. Is the solicitation for purchase of potentially harmful products (goods)?**
- 07-7B056 – Contractor's Liability Insurance
  - 07-7B100 – Indemnification – Third Party Claims
- 10. How will award be made?**
- (a) To only one offeror
    - 06-6040 – Award to One Offeror
  - (b) By Line item
    - 02-2B085 – Offering by Item
    - 06-6005 – Award by Item
  - (c) By Lot
    - 02-2B095 – Offering by Lot
    - 06-6015 – Award by Lot
  - (d) Both Item and/or Lot
    - 02-2B090 – Offering by Item or Lot
    - 06-6010 – Award by Item or Lot
  - (e) Not Applicable – No Clauses Included
- 11. Are you conducting the procurement on-line**
- 02-2B105 – On-line Bidding Instructions
- 12. Were any Parts of the Uniform Solicitation Format left blank? (Click Refresh if responding Yes).**
- (a) II Instructions to Offerors – B Special?
    - 02-2B005 – Section Not Applicable – Intentionally Omitted
  - (b) VII. Terms and Conditions – B Special?
    - 07-7B005 – Not Applicable – Intentionally Omitted
  - (c) VIII. Bidding Schedule/Price-business Proposal?
    - 08-8005 – Section Not Applicable – Intentionally Omitted
- 13. Attachments**
- (a) Are you attaching a statement of work?
    - 03-3003 – Statement Of Work
  - (b) Are you attaching other documents? (Please click 'Refresh' if responding 'Yes' to this question.)
    - 09-9005 – List of Attachments
- 14. Is there a need to conduct a pre-bid/proposal conference? (Click Refresh if responding Yes)**
- 02-2B025 – Conference – Pre-Bid/Proposal



- ✓ Conference Type – Fill In for Clause 02-2B025
- ✓ Pre-Bid/Proposal Conference Date - Fill In for Clause 02-2B025
- ✓ Pre-Bid/Proposal Conference Time - Fill In for Clause 02-2B025
- ✓ Pre-Bid/Proposal Conference Location - Fill In for Clause 02-2B025

**15. Is there a need for a site visit? (Click Refresh if responding Yes)**

- 02-2B140 – Site Visit – By Appointment
  - ✓ Contact person's name for appointment – Fill In for Clause 02-2B140
  - ✓ Contact person's phone number for appointment – Fill In for Clause 02-2B140
- 02-2B165 – Site Visit
  - ✓ Appoint date of site visit – Fill-In for Clause 02-2B165
  - ✓ Appoint time of site visit - Fill-In for Clause 02-2B165
  - ✓ Location of site visit - Fill-In for Clause 02-2B165

**16. Is descriptive literature necessary to evaluate required characteristics of the items acquired?**

- 02-2B045 – Descriptive Literature – Labelling
- 02-2B050 – Descriptive Literature - Required

**17. Are samples necessary to evaluate required characteristics of the items acquired? (Click Refresh if samples required)**

- 02-2B130 – Samples
  - ✓ Send sample(s) to address: - Fill In for Clause 02-2B130
- 02-2B135 – Samples - Testing

**18. Do the regulations require that you use the Standard Equipment Agreement?**

- 02-2B065 – Lease Form - Questions

**19. Are you acquiring printing services?**

- 07-7B190 – Printing Manual

**20. Are you acquiring services involving or provided through the internet?**

- 07-7B195 – Privacy – Web Services

**21. Assorted additional performance requirements and obligations.**

- (a) Does free shipping require a minimum order dollar value? (Click Refresh if responding yes)
  - 03-3035 – Delivery Costs - Exemption
    - ✓ Free shipping minimum dollar value – Fill In for Clause 03-3035
- (b) Will you specify a delivery date by PO (rather than 30 days ARO)?
  - 03-3045 – Delivery Date – Purchase Order
- (c) Is installation required? (Click Refresh if responding yes)
  - 03-3050 - Installation
    - ✓ Type in appropriate details regarding installation. – Fill In for Clause 03-3050
- (d) Do you need a user manual for each item acquired?

**22. 03-3055 – Operational Manuals**

- (a) Do you need basic technical support provided? (Click Refresh if responding yes)
  - 03-3075 – Technical Support - Included
    - ✓ Response time for Technical support – Fill In for Clause 03-3075
    - ✓ Details of Technical support – Fill In for Clause 03-3075
- (b) Do you need a demonstration regarding the use of the equipment? (Click Refresh if responding yes)
  - 03-3080 - Training
    - ✓ Insert required number of days after delivery for equipment demonstration – Fill In for Clause 03-3080
- (c) Do you need a pre-performance conference? (Click Refresh if responding yes)
  - 07-7B040 – Conference – Pre-Performance
    - ✓ Pre-performance conference details – Fill In for Clause 07-7B040

- (d) Does contract involve inside delivery, setup, or installation (disposal of packaging)?
  - 07-7B085 – Disposal of Packaging
- (e) Do you need a basic warranty? (Click Refresh if responding yes)
  - i. One year warranty
    - 07-7B275 – Warranty – One Year
  - ii. Manufacturer's Standard Warranty
    - 07-7B280 – Warranty - Standard

**23. Contractor Responsibility - Mandatory Minimum Qualifications**

- (a) Do you want information submitted regarding contractor's responsibility
  - 05-5015 – Qualifications – Required Information
- (b) Have you established special standards of responsibility
  - 05-5010 – Qualifications – Mandatory Minimum
    - ✓ Minimum qualifications – Fill In for Clause 05-5010

**24. Will the State be providing the contractor with state-owned property during performance of the contract?**

- 07-7B067 – Contractor's Use of State Property
- 07-7B125 – Ownership of Data & Materials

**25. Price Adjustments**

- (a) Will Contractor be authorized to demand price adjustments after the initial term?
  - 07-7B165 – Price Adjustment Limited – After Initial Term Only
- (b) Supplies related to Consumer Price Index
  - 07-7B180 – Price Adjustments – Limited by PPI
- (c) Services related to Consumer Price Index
  - 07-7B175 – Price Adjustments – Limited by CPI – “Other Goods & Services”
- (d) Supplies & Services related Consumer Price Index
  - 07-7B170 – Price Adjustments – Limited by CPI “All Items”
- (e) Not Applicable – No additional Clause is inserted

**26. Document Variables (All are Fill-Ins for Solicitation Cover Page)**

- ✓ Solicitation Number
- ✓ Solicitation Document Amendment Number
- ✓ Solicitation Description
- ✓ Solicitation Type Description
- ✓ Issue Date
- ✓ Buyer Name
- ✓ Buyer Work Phone
- ✓ Buyer E-mail address
- ✓ Bid End Date
- ✓ Questions Received by Date
- ✓ Questions Received by time
- ✓ Number of Copies to be returned
- ✓ Governmental Unit
- ✓ Estimated Award Posting Date

## Appendix M

### Award Statement – Samples (Reserved)

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## Appendix N

### Intent to Award – Samples (Reserved)

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## Appendix O

### [Reserved]

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# Appendix P

## List of Compendium Clauses

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### EXPLANATION OF COLUMNS

**Column 1 –Clause #:** This column provides an abbreviated version of the SCEIS Clause Number, a unique designation used by SCEIS to identify the clause. The numbers in this column contain three pieces of information. The first number (and letter, if Part 2 or Part 7) indicates the part of the Uniform Solicitation Format in which the clause appears. The next three digits identify the clause itself, within the USF Part. The suffix, following the dash character, serves special purposes within SCEIS such as versioning or ordering of clauses. Thus, Clause No. 1005-1 appears in part 1 of the solicitation; Clause No. 7B100-2 appears in part 7B of the solicitation; and so forth.

**Column 2 – Title and (Date):** This column contains the Clause Title and Clause Date, as they appear in SCEIS. Unless modified, this is verbatim the information that will print in each solicitation that SCEIS generates.

**Column 3 – SCEIS:** For each clause, this column contains one of three possible “Inclusion Attributes:” “Automatic,” “Dialog,” or “Manual.” SCEIS selects clauses in three ways. Some are automatically inserted, like USF part headers and required boilerplate language. Automatic clauses may also be included based on whether you are generating an invitation for bids or an RFP; or whether the contract is solicited by SPO, ITMO, or a using agency. Dialog clauses are included by logic, depending on the answers the procurement officer gives to questions in the SCEIS dialog. Finally, Manual clauses are only included if manually selected by the procurement officers. Those three categories are indicated by “Automatic,” “Dialog,” or “Manual,” respectively, in the SCEIS column. For a list of only those clauses which are not included and must be added manually, refer to Appendix R – User-Selected Clauses.

<i>Clause #</i>	<i>Title and (Date)</i>	<i>SCEIS</i>
1001	<b>I. SCOPE OF SOLICITATION</b>	Automatic
1005-1	ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006)	Dialog
1010-1	ACQUIRE SERVICES (JAN 2006)	Dialog
1015-1	ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006)	Dialog
1020-1	BUDGET – DESIRED RANGE (JAN 2006)	Manual
1025-1	BUDGET ESTIMATE (JAN 2006)	Dialog
1030-1	BUDGET MAXIMUM (JAN 2006)	Dialog
1035-1	FUNDS NOT AVAILABLE (JAN 2006)	Manual
1040-1	MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006)	Dialog
2A001	<b>II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS</b>	Automatic
2A003-1	DEFINITIONS (JAN 2006)	Automatic
2A005-1	AMENDMENTS TO SOLICITATION (JAN 2004)	Automatic
2A010-1	AWARD NOTIFICATION (NOV 2007)	Automatic
2A015-1	BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004)	Automatic
2A020-1	BID ACCEPTANCE PERIOD (JAN 2004)	Automatic
2A025-1	BID IN ENGLISH & DOLLARS (JAN 2004)	Automatic
2A030-1	BOARD AS PROCUREMENT AGENT (JAN 2004)	Automatic

<b>Clause #</b>	<b>Title and (Date)</b>	<b>SCEIS</b>
2A032-1	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)	Automatic
2A035-1	CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)	Automatic
2A040-2	CODE OF LAWS AVAILABLE (JAN 2006)	Automatic
2A045-1	COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006)	Automatic
2A047-1	DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)	Automatic
2A050-1	DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)	Automatic
2A065-1	DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)	Automatic
2A070-1	DUTY TO INQUIRE (JAN 2004)	Automatic
2A075-2	ETHICS CERTIFICATE (MAY 2008)	Automatic
2A080-1	OMIT TAXES FROM PRICE (JAN 2004)	Automatic
2A085-1	PROTESTS (JUNE 2006)	Automatic
2A090-1	PUBLIC OPENING (JAN 2004)	Automatic
2A095-1	QUESTIONS FROM OFFERORS (JAN 2004)	Automatic
2A100-1	REJECTION/CANCELLATION (JAN 2004)	Automatic
2A105-1	RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)	Automatic
2A110-1	RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)	Automatic
2A115-1	SIGNING YOUR OFFER (JAN 2004)	Automatic
2A120-2	STATE OFFICE CLOSINGS (JAN 2004)	Automatic
2A125-1	SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)	Automatic
2A130-1	SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)	Automatic
2A135-1	TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)	Automatic
2A140-1	TAXPAYER IDENTIFICATION NUMBER (JAN 2004)	Automatic
2A145-1	VENDOR REGISTRATION MANDATORY (JAN 2006)	Automatic
2A150-1	WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)	Automatic
<b>2B001</b>	<b>II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS</b>	Automatic
2B005-1	SECTION NOT APPLICABLE INTENTIONALLY OMMITTED	Dialog
2B010-1	BID BOND (JAN 2006)	Manual
2B015-1	BOARD APPROVAL REQUIRED (JAN 2006)	Manual
2B020-1	CONFERENCE – PRE-BID/PROPOSAL – MANDATORY (JAN 2006)	Manual
2B025-1	CONFERENCE – PRE-BID/PROPOSAL (JAN 2006)	Dialog
2B030-1	CONTENTS OF OFFER - RFP - Solutions Based (JAN 2006)	Dialog
2B035-1	CONTENTS OF OFFER (RFP) - ITMO (JAN 2006)	Dialog
2B040-1	CONTENTS OF OFFER (RFP) – SPO (JAN 2006)	Dialog
2B045-1	DESCRIPTIVE LITERATURE – LABELLING (JAN 2006)	Dialog
2B050-1	DESCRIPTIVE LITERATURE – REQUIRED (JAN 2006)	Dialog
2B055-1	CLARIFICATION (NOV 2007)	Dialog
2B060-1	DISCUSSIONS & NEGOTIATIONS (NOV 2007)	Dialog
2B065-1	LEASE FORM-QUESTIONS (JAN 2006)	Dialog
2B070-1	MAGNETIC MEDIA – REQUIRED FORMAT (JAN 2006)	Dialog



<b>Clause #</b>	<b>Title and (Date)</b>	<b>SCEIS</b>
2B075-1	MAGNETIC MEDIA WITH DEMONSTRATION / PRESENTATION (JAN 2006)	Manual
2B080-1	MAIL PICKUP (JAN 2006)	Dialog
2B085-1	OFFERING BY ITEM (JAN 2006)	Dialog
2B090-1	OFFERING BY ITEM OR LOT (JAN 2006)	Dialog
2B095-1	OFFERING BY LOT (JAN 2006)	Dialog
2B105-1	ON-LINE BIDDING INSTRUCTIONS (NOV 2007)	Dialog
2B110-1	OPENING PROPOSALS – PRICES NOT DIVULGED (JAN 2006)	Dialog
2B111-1	PREFERENCES - A NOTICE TO VENDORS (SEP 2009)	Dialog
2B112-1	PREFERENCES - SC/US END-PRODUCT (SEP 2009)	Dialog
2B113A-1	PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)	Dialog
2B113B-1	PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)	Dialog
2B114-1	PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)	Dialog
2B115-1	PRICE AS DISCOUNT (JAN 2006)	Manual
2B120-1	PROTEST - CPO - ITMO ADDRESS (JUNE 2006)	Dialog
2B122-1	PROTEST - CPO - MMO ADDRESS (JUNE 2006)	Dialog
2B125-1	QUALIFIED PRODUCTS LIST (JAN 2006)	Manual
2B130-1	SAMPLES (JAN 2006)	Dialog
2B135-1	SAMPLES-TESTING (JAN 2006)	Dialog
2B140-1	SITE VISIT - BY APPOINTMENT (JAN 2006)	Dialog
2B145-1	SITE VISIT – MANDATORY (JAN 2006)	Dialog
2B165-1	SITE VISIT (JAN 2006)	Dialog
2B170-1	UNIT PRICES REQUIRED (JAN 2006)	Dialog
<b>3001</b>	<b>III. SCOPE OF WORK/SPECIFICATIONS</b>	<b>Automatic</b>
3003-1	STATEMENT OF WORK (June 2007)	Dialog
3005-1	SEE BIDDING SCHEDULE	Dialog
3015-1	DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006)	Dialog
3020-1	DELIVERY / PERFORMANCE LOCATION – SPECIAL (JAN 2006)	Manual
3025-1	DELIVERY DATE – 30 DAYS ARO (JAN 2006)	Dialog
3030-1	DELIVERY / PERFORMANCE LOCATION - SPECIFIED (JAN 2006)	Dialog
3035-1	DELIVERY COSTS – EXEMPTION (JAN 2006)	Dialog
3040-1	DELIVERY DATE - SPECIFIED (JAN 2006)	Manual
3045-1	DELIVERY DATE – PURCHASE ORDER (JAN 2006)	Dialog
3050-1	INSTALLATION (JAN 2006)	Dialog
3055-1	OPERATIONAL MANUALS (JAN 2006)	Dialog
3060-1	QUALITY – NEW (JAN 2006)	Dialog
3065-1	QUALITY – REFURBISHED (JAN 2006)	Manual
3070-1	QUALITY – USED (JAN 2006)	Manual
3075-1	TECHNICAL SUPPORT – INCLUDED (JAN 2006)	Dialog
3080-1	TRAINING (JAN 2006)	Dialog

<b>Clause #</b>	<b>Title and (Date)</b>	<b>SCEIS</b>
<b>4001</b>	<b>IV. INFORMATION FOR OFFERORS TO SUBMIT</b>	Automatic
4005-1	INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006)	Dialog
4010-1	INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006)	Automatic
4015-1	MINORITY PARTICIPATION (JAN 2006)	Automatic
4020-1	OFFSHORE CONTRACTING (JAN 2006)	Dialog
4025-1	RECYCLED PRODUCT (JAN 2006)	Manual
4030-1	SUBMITTING REDACTED OFFERS (FEB 2007)	Dialog
<b>5001</b>	<b>V. QUALIFICATIONS</b>	Automatic
5005-1	QUALIFICATION OF OFFEROR (JAN 2006)	Automatic
5010-1	QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006)	Dialog
5015-1	QUALIFICATIONS – REQUIRED INFORMATION (JAN 2006)	Dialog
5030-1	SUBCONTRACTOR – IDENTIFICATION (JAN 2006)	Dialog
<b>6001</b>	<b>VI. AWARD CRITERIA</b>	Automatic
6005-1	AWARD BY ITEM (JAN 2006)	Dialog
6010-1	AWARD BY ITEM OR LOT (JAN 2006)	Dialog
6015-1	AWARD BY LOT (JAN 2006)	Dialog
6020-1	AWARD CRITERIA – BIDS (JAN 2006)	Dialog
6023-1	AWARD CRITERIA – FIXED PRICE BIDDING (JAN 2006)	Dialog
6025-1	AWARD CRITERIA – BEST VALUE BIDS (JAN 2006)	Dialog
6030-1	AWARD CRITERIA – PROPOSALS (JAN 2006)	Dialog
6035-1	AWARD TO MULTIPLE OFFERORS (JAN 2006)	Manual
6040-1	AWARD TO ONE OFFEROR (JAN 2006)	Dialog
6045-1	BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING (JAN 2006)	Dialog
6050-1	CALCULATING THE LOW BID	Dialog
6055-1	CALCULATING THE LOW BID – MAINTENANCE (JAN 2006)	Manual
6057-1	COMPETITION FROM PUBLIC ENTITIES (JAN 2006)	Automatic
6060-1	EVALUATION FACTORS – BEST VALUE BID (JAN 2006)	Dialog
6065-1	EVALUATION FACTORS – PROPOSALS (JAN 2006)	Dialog
6075-1	UNIT PRICE GOVERNS (JAN 2006)	Dialog
<b>7A001</b>	<b>VII. TERMS AND CONDITIONS -- A. GENERAL</b>	Automatic
7A004-1	ASSIGNMENT (JAN 2006)	Automatic
7A005-1	BANKRUPTCY (JAN 2006)	Automatic
7A010-1	CHOICE-OF-LAW (JAN 2006)	Automatic
7A015-1	CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006)	Automatic
7A020-1	DISCOUNT FOR PROMPT PAYMENT (JAN 2006)	Automatic
7A025-1	DISPUTES (JAN 2006)	Automatic
7A030-1	EQUAL OPPORTUNITY (JAN 2006)	Automatic
7A035-1	FALSE CLAIMS (JAN 2006)	Automatic
7A040-1	FIXED PRICING REQUIRED (JAN 2006)	Automatic

<b>Clause #</b>	<b>Title and (Date)</b>	<b>SCEIS</b>
7A045-1	NON-INDEMNIFICATION (JAN 2006)	Automatic
7A050-1	NOTICE (JAN 2006)	Automatic
7A055-2	PAYMENT & INTEREST (MAY 2011)	Automatic
7A060-1	PUBLICITY (JAN 2006)	Automatic
7A065-1	PURCHASE ORDERS (JAN 2006)	Automatic
7A070-1	SETOFF (JAN 2006)	Automatic
7A075-1	SURVIVAL OF OBLIGATIONS (JAN 2006)	Automatic
7A080-1	TAXES (JAN 2006)	Automatic
7A085-1	TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)	Automatic
7A090-1	THIRD PARTY BENEFICIARY (JAN 2006)	Automatic
7A095-1	WAIVER (JAN 2006)	Automatic
<b>7B001</b>	<b>VII. TERMS AND CONDITIONS -- B. SPECIAL</b>	<b>Automatic</b>
7B005-1	SECTION NOT APPLICABLE - INTENTIONALLY OMITTED	Dialog
7B025-1	CHANGES (JAN 2006)	Dialog
7B030-1	CISG (JAN 2006)	Dialog
7B035-1	COMPLIANCE WITH LAWS (JAN 2006)	Dialog
7B040-1	CONFERENCE – PRE-PERFORMANCE (JAN 2006)	Dialog
7B045-1	CONTRACT LIMITATIONS (JAN 2006)	Dialog
7B056-1	CONTRACTOR'S LIABILITY INSURANCE (MAR 2013)	Dialog
7B060-1	CONTRACTOR PERSONNEL (JAN 2006)	Dialog
7B065-1	CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)	Dialog
7B067-1	CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)	Dialog
7B075-1	DEFAULT (JAN 2006)	Dialog
7B080-1	DEFAULT – SHORT FORM (JAN 2006)	Dialog
7B085-1	DISPOSAL OF PACKAGING (JAN 2006)	Dialog
7B090-1	ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES (JAN 2006)	Dialog
7B095-1	ESTIMATED QUANTITY - UNKNOWN (JAN 2006)	Dialog
7B097-1	ILLEGAL IMMIGRATION (NOV 2008)	Dialog
7B100-2	INDEMNIFICATION-THIRD PARTY CLAIMS (NOV 2011)	Dialog
7B105-1	INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006)	Dialog
7B115-1	LICENSES AND PERMITS (JAN 2006)	Dialog
7B120-1	MATERIAL AND WORKMANSHIP (JAN 2006)	Dialog
7B125-1	OWNERSHIP OF DATA & MATERIALS (JAN 2006)	Dialog
7B130-1	PACK SIZE - BUNDLING (JAN 2006)	Manual
7B135-1	PACKAGING (JAN 2006)	Manual
7B140-1	PALLETIZING (JAN 2006)	Manual
7B145-1	PARTIAL SHIPMENTS (JAN 2006)	Manual
7B150-1	PERFORMANCE BOND REQUIRED – ITMO (JAN 2006)	Manual
7B155-1	PERFORMANCE BOND REQUIRED (JAN 2006)	Manual

<b>Clause #</b>	<b>Title and (Date)</b>	<b>SCEIS</b>
7B160-1	PRICE ADJUSTMENTS (JAN 2006)	Dialog
7B165-1	PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)	Dialog
7B170-1	PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)	Dialog
7B175-1	PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS & SERVICES" (JAN 2006)	Dialog
7B180-1	PRICE ADJUSTMENTS -- LIMITED BY PPI (JAN 2006)	Dialog
7B185-1	PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)	Dialog
7B190-1	PRINTING MANUAL (JAN 2006)	Dialog
7B195-1	PRIVACY -- WEB SERVICES (JAN 2006)	Dialog
7B200-1	PURCHASING CARD (JAN 2006)	Dialog
7B205-1	RELATIONSHIP OF THE PARTIES (JAN 2006)	Dialog
7B210-1	RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)	Dialog
7B215-1	SOFTWARE LICENSES (JAN 2006)	Manual
7B220-1	SHIPPING / RISK OF LOSS (JAN 2006)	Dialog
7B223-1	SOFTWARE LICENSING AGREEMENTS FOR COTS (SEPT 2008)	Manual
7B225-1	STATEWIDE TERM CONTRACT (JAN 2006)	Dialog
7B227-1	STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)	Dialog
7B230-1	STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)	Dialog
7B235-1	STORAGE OF MATERIALS (JAN 2006)	Manual
7B236-1	SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)	Dialog
7B237-1	SUBCONTRACTOR SUBSTITUTION PROHIBITED-RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)	Dialog
7B240-1	TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)	Dialog
7B245-1	TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)	Dialog
7B250-1	TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)	Dialog
7B255-1	TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)	Dialog
7B260-1	TERMINATION FOR CONVENIENCE -- SHORT FORM (JAN 2006)	Dialog
7B265-1	TERMINATION FOR CONVENIENCE (JAN 2006)	Dialog
7B275-1	WARRANTY -- ONE YEAR (JAN 2006)	Dialog
7B280-1	WARRANTY -- STANDARD (JAN 2006)	Dialog
7B285-1	YEAR 2000 WARRANTY (JAN 2006)	Dialog
<b>Miscellaneous Clauses/Sets</b>		
7C005-1	BLANKET PURCHASE AGREEMENTS (NOV 2007)	Dialog
7C010-1	STANDARD PURCHASE ORDER CLAUSE SET (NOV 2007)	Dialog
8001	<b>VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL</b>	Automatic
8002-1	BIDDING SCHEDULE (NOV 2007)	Dialog
8005-1	SECTION NOT APPLICABLE -- INTENTIONALLY OMITTED	Dialog
8010-1	BUSINESS PROPOSAL (JAN 2006)	Dialog
8015-1	PRICE PROPOSAL (JAN 2006)	Dialog
9001	<b>IX. ATTACHMENTS TO SOLICITATION</b>	Automatic
9002-1	ATTACHMENTS LIST	Dialog

<b>Clause #</b>	<b>Title and (Date)</b>	<b>SCEIS</b>
9005-1	NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	Automatic
9010-1	OFFEROR'S CHECKLIST (JUN 2007)	Dialog
9015-1	STANDARD EQUIPMENT AGREEMENT	Dialog
9020-1	PURCHASE ORDER ATTACHMENT - ACCEPTANCE OF OFFERS 10% BELOW STATEWIDE TERM CONTRACT PRICE	Dialog
<b>Award Statement Clauses</b>		
A140-1	INTENT TO AWARD (JAN 2008)	Dialog
A150-1	AWARD STATEMENT (JAN 2008)	Dialog
A160-1	NO WORK PRIOR TO PURCHASE ORDER (JAN 2008)	Dialog
A205-1	AWARD CANCELLED - DETERMINATION (JUN 2007)	Dialog
A210-1	AWARD CANCELLED - PROTEST DECISION (JUN 2007)	Dialog
A215-1	AWARD - ONE RESPONSE RECEIVED (JUN 2007)	Dialog
A220-1	AWARD – PARTIAL ONLY (JUN 2007)	Dialog
A225-1	REINSTATEMENT NOTICE (JUN 2007)	Dialog
A230-1	AWARD - RVP (JUN 2007)	Dialog
A235-1	AWARD – SC/US MADE (JUN 2007)	Dialog
A240-1	SUSPENSION NOTICE (JUN 2007)	Dialog
A250-1	CERTIFICATES OF INSURANCE (JUN 2007)	Dialog
A260-1	NO AWARD – ALL OFFERS NON-RESPONSIVE (JUN 2007)	Dialog
A265-1	NO AWARD - FUNDS HAVE EXPIRED (JUN 2007)	Dialog
A270-1	NO AWARD - NO LONGER REQUIRED (JUN 2007)	Dialog
A275-1	NO AWARD - NO BIDS RECEIVED (JUN 2007)	Dialog
A280-1	NO AWARD - PRICE EXCESSIVE (JUN 2007)	Dialog
A285-1	NO AWARD - RE-SOLICIT WITH REVISED SPECIFICATIONS. (JUN 2007)	Dialog
A290-1	NON-RESPONSIVE LOW OFFER(S) (JUN 2007)	Dialog
A300-1	REVIEW PERIOD EXTENSION NOTICE (JUN 2007)	Dialog
A400-1	STATEMENT OF PROTEST RIGHTS (JAN 2008)	Dialog
A410-1	PROTEST - CPO ADDRESS - ITMO (JAN 2008)	Dialog
A420-1	PROTEST - CPO ADDRESS - MMO (JAN 2008)	Dialog

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# Appendix Q

## Compendium Change Log (AUG 2013)

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### EXPLANATION OF COLUMNS

**Column 1 –Date:** Date the change became effective in SCEIS. Date format is YYYYMMDD. There are banner rows for each year.

**Column 2 – SCEIS Clause Number:** This column provides an abbreviated version of the SCEIS Clause Number, a unique designation used by SCEIS to identify the clause. The numbers in this column contain three pieces of information. The first number (and letter, if Part 2 or Part 7) indicates the part of the Uniform Solicitation Format in which the clause appears. The next three digits identify the clause itself, within the USF Part. The suffix, following the dash character, serves special purposes within SCEIS such as versioning or ordering of clauses. Thus, Clause No. 1005-1 appears in part 1 of the solicitation; Clause No. 7B100-2 appears in part 7B of the solicitation; and so forth.

**Columns 3 and 4 – Delete/Add:** Identifies changes by Clause Title and (Date).

**Column 5 – Explanation:** This column contains a brief description of the change. Where appropriate, there is a cross-reference to other clause(s) related to the change.

**Column 6 – Comments:** Additional information about the change.

<i>Date</i>	<i>Number</i>	<i>Delete</i>	<i>Add</i>	<i>Explanation</i>	<i>Comments</i>
<b>2013</b>					
201307xx	A410-1	PROTEST - CPO ADDRESS – ITMO (JAN 2008)		Retired and superseded by Jul 2013 version	
201307xx	A410-1		PROTEST - CPO ADDRESS – ITMO (JUL 2013)	Supersedes Jan 2008 version	Changed ITMO Protest Address to Suite 601 (vice 430), 1201 Main St.; clause number not changed
20130114	7B055-1	CONTRACTOR'S LIABILITY INSURANCE (JAN 2006)		Retired and superseded by 7B056-1	Clause marked "expired"
20130114	7B056-1		CONTRACTOR'S LIABILITY INSURANCE (MAR 2013)	Supersedes 7B055-1	Revised to reflect changes in insurance industry
<b>2012</b>					
20121114	7B010-1	ACCEPTANCE OF OFFERS 10% BELOW PRICE (JAN 2006)		Retired and superseded by 7B227-1	Clause marked "expired"
20121114	7B227-1		STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)	Supersedes 7B010-1	Implements the Purchase Order Attachment (0920)

<i>Date</i>	<i>Number</i>	<i>Delete</i>	<i>Add</i>	<i>Explanation</i>	<i>Comments</i>
20121114	9020-1		PURCHASE ORDER ATTACHMENT - ACCEPTANCE OF OFFERS 10% BELOW STATEWIDE TERM CONTRACT PRICE		New form to facilitate compliance with the statutory rules governing acceptance of offers 10% below statewide term contract price
20121012	2A040-1	CODE OF LAWS AVAILABLE (JAN 2006)		Retired and superseded by new clause 2A040-2	Clause marked "expired"
20121012	2A040-2		CODE OF LAWS AVAILABLE (JAN 2006)	Supersedes 2006 version	Changed URL link to Code and Regulations; date in title unchanged
20121012	2A120-1	STATE OFFICE CLOSINGS (JAN 2004)		Retired and superseded by new clause 2A120-2	Clause marked "expired"
20121012	2A120-2		STATE OFFICE CLOSINGS (JAN 2004)	Supersedes 2004 version	Changed URL link to State severe weather alert page; date in title unchanged
20120814	7B050-1	CONTRACT REPORTING REQUIREMENTS (JAN 2006)		Retired and superseded by new clause 7B050-2	Clause marked "expired"
20120814	7B050-2		CONTRACT REPORTING REQUIREMENTS (AUG 2012): Information Technology Management Office (ITMO) Monthly Reporting Requirements	Supersedes 2006 version	
<b>2011</b>					
20111122	7B100-1	INDEMNIFICATION-THIRD PARTY CLAIMS (JAN 2006)		Superseded November 2011 by clause 7B100-2	Clause marked "expired"
	7B100-2		INDEMNIFICATION-THIRD PARTY CLAIMS (NOV 2011)	Supersedes January 2006 clause 7B100-1	
20110601	2A047-1		DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)	New clause	
	7A055-1	PAYMENT (JAN 2006)		Superseded May 2011 by clause 07A055-2	Clause marked "expired"
	7A055-2		PAYMENT & INTEREST (MAY 2011)	Supersedes January 2006 clause 07A055-1	
<b>2009</b>					
20090901	2B111-1		PREFERENCES - A NOTICE TO VENDORS (SEP 2009)	New clause	
	2B112-1		PREFERENCES - SC/US END-PRODUCT (SEP 2009)	New clause	



<i>Date</i>	<i>Number</i>	<i>Delete</i>	<i>Add</i>	<i>Explanation</i>	<i>Comments</i>
	2B113A-1		PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)	New clause	
	2B113B-1		PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)	New clause	
	2B114-1		PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)	New clause	
	7B236-1		SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)	New clause	
	7B237-1		SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)	New clause	
<b>2008</b>					
20081201	7B097-1		ILLEGAL IMMIGRATION (NOV 2008)	New clause	
20081118	01-001-1 01-005-1 01-010-1 01-012-1	MMO Cover Page CIO Cover Page CIO Cover Page-Online Agency Cover Page		Separate cover page forms superseded by single form no. 01-000-1	
	01-000-1		Cover Page	Supersedes separate cover page forms; DocBuilder designates purchasing entity based on answer file	
20080825	7B223-1		SOFTWARE LICENSING AGREEMENTS FOR COTS (SEPT 2008)	For State term contracts (multiple agencies) only	Need clause for single-agency EULAs
20080717	2A032-1		CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)	New clause	
20080708	6070-1	NEGOTIATIONS (JAN 2006)		Deleted	Clause marked "expired"
20080501	2A075-1	ETHICS ACT (JAN 2004)		Superseded May 2008 by clause 2A075-2	
	2A075-2		ETHICS CERTIFICATE (MAY 2008)	Supersedes January 2004 clause 2A075-1	
20080117	A100-2	(Protest Address-MMO)		Superseded January 2008 by A420-1	

Date	Number	Delete	Add	Explanation	Comments
	A420-1		(Protest Address-MMO)	Component of standard award statement; supersedes A100-2	
	A100-3	(Protest Address-ITMO)		Superseded January 2008 by A410-1	
	A410-1		(Protest Address-ITMO)	Component of standard award statement; supersedes A100-3	
	A100-1 A110-3 A130-1 A140-1 A150-1 A160-1  A300-1 A400-1		(State of South Carolina) (Statement of Award) (Posting Date) Notice Of Intent To Award Final Statement of Award (No Work Prior to Purchase Order) Review Period Extension Protest Notice	Components of standard award statement	
20080115	2A135-1	TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2004)		Superseded January 2008 by clause 2A135-1	Clause <b>not</b> marked "expired"
	2A135-1		TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)	Supersedes January 2004 clause 2A135-1	Clause number not changed
<b>2007</b>					
20071105	2A010-1	AWARD NOTIFICATION (JUN 2006)		Superseded November 2007 by clause 2A010-1	Legacy clause language deleted
	2A010-1		AWARD NOTIFICATION (NOV 2007)	Supersedes June 2006 clause 2A010-1	Clause number not changed
	2B055-1	DISCUSSIONS WITH BIDDERS (JAN 2006)		Superseded November 2007 by clause 2B055-1	Clause marked "expired"
	2B055-1		CLARIFICATION (NOV 2007)	Supersedes January 2006 clause 2B055-1	Clause number not changed
	2B060-1	DISCUSSIONS WITH OFFERORS (JAN 2006)		Superseded November 2007 by clause 2B060-1	Clause marked "expired"
	2B060-1		DISCUSSIONS & NEGOTIATIONS (NOV 2007)	Supersedes January 2006 clause 2B060-1	Clause number not changed
	2B105-1	ON-LINE BIDDING INSTRUCTIONS (JAN 2006)		Superseded November 2007 by clause 2B105-1	Clause <b>not</b> marked "expired"
	2B105-1		ON-LINE BIDDING INSTRUCTIONS (NOV 2007)	Supersedes January 2006 clause 2B105-1	Clause number not changed
20071016	7C005-1		BLANKET PURCHASE AGREEMENTS (NOV 2007)	New clause	

Date	Number	Delete	Add	Explanation	Comments
	7C010-1		STANDARD PURCHASE ORDER CLAUSE SET (NOV 2007)	New clause; imported into Purchase Order if buyer selects	
20071015	1115-1 1120-1 1125-1 1130-1 1135-1 1140-1		Contract Header Contract Parties and Date Contract Recitals Contract Agreement Contract-Signatures Contract Boilerplate	New clause/form: Custom Contract Form elements	
20071001	7B020-1	FEE FOR ADMINISTRATIVE SERVICES -- SPO (JAN 2006)		Superseded October 2007 by clause 7B020-1	Clause <b>not</b> marked "expired;" fee of one (1%) percent
	7B020-1		FEE FOR ADMINISTRATIVE SERVICES - RECEIPTS - SPO (OCT 2007)	Supersedes January 2006 clause 7B020-1	Clause number not changed; fee of three-quarter (3/4 %) percent
20070810	9002-1		LIST OF ATTACHMENTS	New clause/form	
20070726			[AW-PO-SEC1-FORMS] [AW-PO-SEC2-CLAUSE] [AW-PO-SEC3-BLANK] [AW-PO-SEC3-FOOTER]	New clause/form: Purchase Order Form elements	
20070701	015-1	Page Two		Superseded June 2007 by forms nos. 01-015-1	
	015-1		Page Two	Current version, non-editable	
20070629	015-1		Page Two	Current version, editable	
20070614	3003-1		STATEMENT OF WORK (JUNE 2007)	New clause/form	
	9005-1		NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	Existing clause added to SCEIS database; replaced separate attachment	
	STD EQ AGREEMENT		Standard Equipment Agreement	Full text of Standard Equipment Agreement	
	9010-1		OFFEROR'S CHECKLIST (JUN 2007)	Existing clause added to SCEIS database; replaced separate attachment	
	A005	Cancellation of Award-CPO Order attached		Superseded by A205-1	
	A205-1		Cancellation of Award-CPO Order attached	Supersedes A005	
	A010	Cancellation of Award-Reference CPO Order		Superseded by A210-1	

<i>Date</i>	<i>Number</i>	<i>Delete</i>	<i>Add</i>	<i>Explanation</i>	<i>Comments</i>
	A210-1		Cancellation of Award-Reference CPO Order	Supersedes A010	
	A015	Award to single response		Superseded by A215-1	
	A215-1		Award to single response	Supersedes A015	
	A020	No award on some item(s)		Superseded by A220-1	
	A220-1		No award on some item(s)	Supersedes A020	
	A025	Reinstatement Notice		Superseded by A225-1	
	A225-1		Reinstatement Notice	Supersedes A025	
	A030	Resident Vendor Preference Applied		Superseded by A230-1	
	A230-1		Resident Vendor Preference Applied	Supersedes A030	
	A035	SC/US Made Preference Applied		Superseded by A235-1	
	A235-1		SC/US Made Preference Applied	Supersedes A035	
	A040	Suspension Notice		Superseded by A240-1	
	A240-1		Suspension Notice	Supersedes A040	
	A050	Certificate of Insurance Reminder		Superseded by A250-1	
	A250-1		Certificate of Insurance Reminder	Supersedes A050	
	A055	Maximum Contract Period		Incorporated into Award Statement	
	A060	All Offers Non-Responsive		Superseded by A260-1	
	A260-1		All Offers Non-Responsive	Supersedes A060	
	A065	No Award-Funds Expired		Superseded by A265-1	
	A265-1		No Award-Funds Expired	Supersedes A065	
	A070	No Award-R.19-445.2065(b)		Superseded by A270-1	
	A270-1		No Award-R.19-445.2065(b)	Supersedes A070	
	A075	No Bids Received		Superseded by A275-1	
	A275-1		No Bids Received	Supersedes A075	
	A080	No Award-Price Excessive		Superseded by A280-1	
	A280-1		No Award-Price Unreasonable	Supersedes A080	
	A085	No Award-Revise/Resolicit-R. 19-445.2065(B)		Superseded by A285-1	
	A285-1		No Award-Revise/Resolicit-R. 19-445.2065(B)	Supersedes A085	
	A090	Notice to Non-Responsive Offeror		Superseded by A290-1	

## Appendix Q, cont'd

<i>Date</i>	<i>Number</i>	<i>Delete</i>	<i>Add</i>	<i>Explanation</i>	<i>Comments</i>
	A290-1		Notice to Non-Responsive Offeror	Supersedes A090	
	A095	Solicitation Cancelled-Reference to 2065 Determination		Omitted from June 2007 revisions	
20070511	8002-1		BIDDING SCHEDULE (NOV 2007)	New form	
20070201	4030-1		SUBMITTING REDACTED OFFERS (FEB 2007)	New clause	
<b>2006</b>					
20060614	9015-1		STANDARD EQUIPMENT AGREEMENT	Refers to separate terms to be attached to PO	
20060606	2A085-1	PROTESTS (JUNE 2004)		Superseded June 2006 by clause 2A085-1	Clause <b>not</b> marked "expired"
	2A085-1		PROTESTS (JUNE 2006)	Supersedes June 2004 clause 2A085-1	Clause number not changed
20060601	2A003-1		DEFINITIONS (JAN 2006)	Renumbered from 2A055-1	
20060601	2B122-1	PROTEST -- CPO - MMO ADDRESS (JAN 2006)		Address change only	Clause <b>not</b> marked "expired"
20060601	2B122-2		PROTEST -- CPO - MMO ADDRESS (JUN 2006)	Changed address information to include email address and fax	

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# Appendix R

## User-Selected Clauses

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The following clauses are not selected by dialog nor inserted automatically by SCEIS. They must be manually selected by the procurement officer.

<b>Clause #</b>	<b>Title and (Date)</b>
1020-1	BUDGET – DESIRED RANGE (JAN 2006)
1035-1	FUNDS NOT AVAILABLE (JAN 2006)
2B010-1	BID BOND (JAN 2006)
2B015-1	BOARD APPROVAL REQUIRED (JAN 2006)
2B020-1	CONFERENCE – PRE-BID/PROPOSAL – MANDATORY (JAN 2006)
2B075-1	MAGNETIC MEDIA WITH DEMONSTRATION / PRESENTATION (JAN 2006)
2B115-1	PRICE AS DISCOUNT (JAN 2006)
2B125-1	QUALIFIED PRODUCTS LIST (JAN 2006)
3020-1	DELIVERY / PERFORMANCE LOCATION – SPECIAL (JAN 2006)
3040-1	DELIVERY DATE - SPECIFIED (JAN 2006)
3065-1	QUALITY – REFURBISHED (JAN 2006)
3070-1	QUALITY – USED (JAN 2006)
4025-1	RECYCLED PRODUCT (JAN 2006)
6035-1	AWARD TO MULTIPLE OFFERORS (JAN 2006)
6055-1	CALCULATING THE LOW BID – MAINTENANCE (JAN 2006)
7B130-1	PACK SIZE - BUNDLING (JAN 2006)
7B135-1	PACKAGING (JAN 2006)
7B140-1	PALLETIZING (JAN 2006)
7B145-1	PARTIAL SHIPMENTS (JAN 2006)
7B150-1	PERFORMANCE BOND REQUIRED – ITMO (JAN 2006)
7B155-1	PERFORMANCE BOND REQUIRED (JAN 2006)
7B215-1	SOFTWARE LICENSES (JAN 2006)
7B223-1	SOFTWARE LICENSING AGREEMENTS FOR COTS (SEPT 2008)
7B235-1	STORAGE OF MATERIALS (JAN 2006)

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# Appendix S

## Standard Purchase Order Clause Set (NOV 2007)

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

**BANKRUPTCY:** (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 State. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**CHOICE-OF-LAW (JAN 2006):** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**CISG (JAN 2006):** The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

**CONTRACT DOCUMENTS:** The terms and conditions of this document shall apply notwithstanding any additional or different terms and conditions in any invoice or other document submitted by Contractor. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

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

**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.

**CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006):** Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

**CONTRACTOR'S OBLIGATION - GENERAL (JAN 2006):** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the

work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**DELIVERY / PERFORMANCE LOCATION:** F.O.B. Destination. Destination is the shipping dock of the State's designated receiving site, or other location, as specified herein. All services shall be provided at the location specified herein.

**DISPOSAL OF PACKAGING (JAN 2006):** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

**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 on the last invoice received by State from Contractor 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.

**DRUG FREE WORK PLACE CERTIFICATION:** Contractor certifies that 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.

**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.

**ETHICS ACT (JAN 2004):** By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8-13-790, (b) Recovery of kickbacks - Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150.

## Appendix S, cont'd

**FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006):** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

**LICENSES AND PERMITS (JAN 2006):** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**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.

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

**OWNERSHIP OF DATA & MATERIALS (JAN 2006):** All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

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

**PROCUREMENT OFFICER -** means the person executing this purchase order or the State's procurement director.

**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.

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

**STATE -** means the governmental unit identified in this purchase order.

**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.

**TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS:** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). **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 therefore. 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.

**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.

[07-7C010-1]

## Appendix T

### [Reserved for Buyer Confirmation Report]

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## Appendix U

### [Reserved for Bidder Confirmation Report]

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