



State of South Carolina

Request for Proposal

Solicitation Number: 5400008327
Date Issued: 8/26/2014
Procurement Officer: KIMBER CRAIG
Phone: 803-737-2805
E-Mail Address: kcraig@io.sc.gov
Physical Address: 1201 Main Street, Suite 400
Columbia, SC 29201

DESCRIPTION: Comprehensive Real Property Evaluation, Strategic Planning, and Implementation Services

USING GOVERNMENTAL UNIT: General Services Division, SC Budget & Control Board

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): 10/03/2014 at 10:00 AM (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 09/10/2014 at 5:00 PM (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: On-line Submission

CONFERENCE TYPE: Pre-Proposal Conference

DATE & TIME: 09/08/2014 at 10:00 a.m.

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

**LOCATION: Rembert C. Dennis Building
1000 Assembly Street
Room 149
Columbia, SC 292901**

AWARD & AMENDMENTS

Award will be posted on **10/17/2014**. 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)

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)

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)		
	Number - Extension Facsimile		Area Code -
	E-mail Address		

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS:
Per Section 11-35-1524 (E) (2) of the South Carolina Code of Laws, preferences do <u>NOT</u> apply to this procurement.

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:
Per Section 11-35-1524 (E) (2) of the South Carolina Code of Laws, preferences do <u>NOT</u> apply to this procurement.

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I. SCOPE OF SOLICITATION

The South Carolina Budget & Control Board (B&CB) is soliciting proposals for Comprehensive Evaluation and Real Estate Strategic Planning Services in accordance with all requirements stated herein. The B&CB is seeking a qualified contractor to collect, review, validate, audit, and analyze data related to State Owned Real Property and State Leased Property (State Owned and Commercial). The successful contractor will utilize the available and collected data to create a comprehensive strategic plan to address long term goals for the Division of General Services. This portion of the contract must be completed within three-hundred and thirty (330) days of the effective date of the contract.

In addition, the B&CB is requesting proposals for optional services. The optional services include Real Estate Consulting Services, Brokerage Services for the Disposition of Property, and Tenant Brokerage Services for State Leased Space needs, and supplemental lease administration needs. Offerors must submit proposals for all five parts of the solicitation in order to be considered responsive.

Through this contract, the B&CB – Division of General Services (DGS) desires to: 1) identify and implement best practices for owned and leased space; 2) increase operational efficiencies; and 3) project future trends and space needs. To achieve the goals, the successful Contractor will provide DGS and the State of South Carolina with multiple reports and a final comprehensive strategic plan that is a working and implementable tool for use by agencies and policy makers to optimize the dollar value for the State through the efficient use of resources in real property management.

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 10/30/2014 End date: 10/29/2019. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

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

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

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

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

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

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

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

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the

Contractor's agreement arising from this solicitation.

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

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

[02-2A003-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

BOARD AS PROCUREMENT AGENT (JAN 2004)

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award,

Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

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]

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 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]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (JAN 2006)

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

ETHICS CERTIFICATE (MAY 2008)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

PROTESTS (JUNE 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (JAN 2004)

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

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

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

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

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

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

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

[02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

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

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid

opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:
<http://scemd.org/index.php/department/response/severe-winter-weather>
[02-2A120-2]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

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

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

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

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE – PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: September 8, 2014 at 10:00 am

Location of Pre-Bid/Proposal Conference: Rembert C. Dennis Building
1000 Assembly Street
Room 149
Columbia, SC 29201

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

CONTENTS OF OFFER (RFP) -- SPO

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

CLARIFICATION (NOV 2007)

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

DISCUSSIONS and NEGOTIATIONS (NOV 2007)

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

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 www.procurement.sc.gov under the heading "Submitting Offers On-Line".

[02-2B105-1]

OPENING PROPOSALS -- PRICES NOT DIVULGED (JAN 2006)

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

PROTEST - CPO - MMO ADDRESS (JUNE 2006)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.state.sc.us,

(b) by facsimile at 803-737-0639, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

III. SCOPE OF WORK/SPECIFICATIONS

The South Carolina Division of General Services (hereafter referred to as "DGS") is requesting proposals for Comprehensive Evaluation and Real Estate Strategic Planning services. The State of South Carolina, through DGS Real Property Management (RPM), currently administers an extensive lease portfolio including buildings, ground leases, hangers, towers, etc. (state and commercial). Leased property reports can be viewed in summary on our website at <http://www.gs.sc.gov/sb-ps/leasing/LS-index.phtm>. Additionally, a recent effort to compile and complete an accurate listing of all state-owned real property has yielded a database which currently holds over 15,000 records representing buildings, land, structures, and utilities. Buildings and land constitute over 10,000 of these records. A public report detailing selected key data element fields from the buildings and land records in the state-owned real property database is available online at <http://www.gs.sc.gov/sb-ps/parcels/RPS-parcels.phtm>. While DGS maintains a great deal of information, and the Budget and Control Board, of which DGS is a part, is currently responsible for records maintenance and certain approvals in the acquisition, leasing, and disposal of real property, overall the State has a primarily decentralized system of property management and much information is only available through other state agencies. Contractor will be responsible for communicating with other state agencies to obtain information required under this contract. Contractor must document its efforts to acquire information from other state entities and the success of or impediments to those efforts. Through this contract, DGS and the State desire to: 1) identify and implement best practices for owned and leased space; 2) increase operational efficiencies; and 3) project future trends and space needs. The successful Contractor will work as a partner with the State to achieve its goals, will independently complete all tasks and deliverables as outlined in the scope of work, and will provide DGS and the State of South Carolina with multiple reports and a final comprehensive strategic plan that is a working and implementable tool for use by agencies and policy makers to optimize the dollar value for the State through the efficient use of resources in real property management.

The Scope of Work for this solicitation is divided into five parts as detailed below. The successful Offeror shall perform all work detailed in Parts One, Two, Three, and Four if awarded the contract. Part Five represents optional services that may be awarded at the State's discretion. Offerors must submit proposals for all five parts of the solicitation in order to be considered responsive. Until such time as all obligations in Parts One, Two, Three, and Four are satisfied, Contractor's project manager shall meet with DGS twice per month to provide a thorough review of all progress to date, a status update on current tasks and pending deliverables, and details of any impediments to timely performance.

Part One: State Owned Real Property

Task 1.1- Review and validation of state-owned real property database:

- A. DGS will provide the Contractor with the current state-owned real property database. Contractor may not rely on this database as a substitution for its thorough and independent determination of completeness and accuracy. Contractor will perform all tasks necessary to materially represent that the database completely and accurately identifies all properties owned by, deeded to, or titled in the name of the State or an existing or prior state agency or otherwise controlled by the State through some other legal means (including but not limited to property held by the State or an agency in fee simple, leasehold interest, easement or license by or with the State or any state agency) unless the property does not appear in any public record. Attachment A to this solicitation contains a list of current state agencies included in this project. Attachment B contains a list of historical agency names for reference. The State makes no representation regarding the completeness or accuracy of Attachment B; Contractor is responsible for identifying any additional historical agency names. Contractor shall conduct appropriate research or on-site work at facilities as necessary to perform this task as Contractor determines it should be performed to achieve the goals of this procurement. Contractor shall populate the database with any missing properties and with accurate data for all

data fields previously identified by the Contractor in its proposal as essential to successfully performing any other tasks in the scope of work. Extensive investigation and on-site work at facilities may be required to accurately capture information missing from data fields. During normal business hours, Contractor will have access on site at DGS to any easements, deeds, or maintenance and operations cost records currently in the possession of DGS. A public report of the state-owned real property database is available online at <http://www.gs.sc.gov/sb-ps/parcels/RPS-parcels.phtm>. Additionally, a copy of the full state-owned real property database showing all data fields as presently completed may be obtained by the Offeror upon written request to the procurement officer prior to submitting a proposal. Contractor will coordinate with other state agencies to capture necessary information not currently available through DGS.

- B. Contractor shall provide final complete database, as determined by Contractor to include all necessary information in accordance with Contractor's proposal, to DGS and shall materially represent its accuracy within one-hundred and five (105) days of the effective date of the contract with data fields populated in accordance with Task 1.1 (A). At the same time, Contractor shall provide DGS with a written certification that the database completely and accurately identifies all properties owned by, deeded to, or titled in the name of the State or an existing or prior state agency or otherwise controlled by the State through some other legal means unless the property does not appear in any public record. The requirements of this task are a material obligation of the contract.

Task 1.2– Provide a standardized best practice model for capturing Maintenance and Operations costs for state-owned real property:

- A. For every facility identified on Attachment C (generally, those facilities owned by the Budget and Control Board or cabinet agencies), Contractor shall determine all actual expenditures for maintenance and operations for the past three (3) years by facility, as well as deferred maintenance costs, and shall develop and submit a best practice model for capturing all future costs. Using best practices, Contractor shall employ data collection or research methods as necessary to capture and quantify such maintenance and operations costs. Contractor may utilize the State's most recent building condition assessments (primarily completed in FY14 with some information from previous assessments from FY10-12), which were conducted for DGS state owned and/or maintained facilities, as well as any available historical data maintained by DGS regarding maintenance and operations and capital projects. DGS will provide read-only on-site Contractor access to maintenance and operations and capital project reports for DGS owned/maintained properties, as well as available building condition and energy assessments during normal business hours. In performing this task, Contractor must not rely on the accuracy or completeness of any state records regarding building condition or deferred maintenance. Contractor will coordinate with cabinet agencies to capture necessary information not currently available through DGS. At the effective date of the contract, DGS will provide the Contractor with a list of cabinet agency contacts. Contractor shall physically inspect each property. Contractor must produce a report capturing historical costs for the past three (3) years by facility within one-hundred and five (105) days of the effective date of the contract. Contractor must also submit the best practice model for capturing all future costs within one-hundred and five (105) days of the effective date of the contract. The best practice model for capturing future costs must be structured to allow for use by all state agencies that own or manage real property. The model must be submitted to DGS as a comprehensive written plan, identifying all appropriate variables and methods of calculation, for capturing maintenance and operations costs.
- B. Contractor shall provide a financial analysis tool, utilizing the criteria previously identified by the Contractor in its proposal and any other criteria the Contractor determines necessary from work conducted under Tasks 1.1, 1.2 (A), and Part Two, that can be utilized to evaluate **all** state-owned real property as identified in the state-owned real property database to assess the efficacy of retaining, selling, repurposing, and/or acquiring state real property. The financial analysis tool must validate how much the State spends currently in managing real property and how much the State would spend under a defined best practice model. The financial analysis tool must be provided by Contractor to DGS at least thirty (30) days prior to performing the work in Task 1.2 (C). At that time, Contractor shall provide DGS with a demonstration and thorough explanation of the tool

- sufficient to provide DGS a meaningful opportunity to identify concerns and provide comments.
- C. Contractor shall use the developed financial analysis tool delivered in accordance with the requirements of Task 1.2(B), along with the report on historical costs for DGS and cabinet agency owned and/or maintained facilities and model for capturing future costs produced in Task 1.2 (A), space audit data from Part Two of the contract, and relevant data fields from the state-owned real property database provided in Task 1.1 (B), to evaluate DGS and cabinet agency owned and/or maintained facilities as identified in Attachment C and make recommendations based on application of the tool by facility as to whether it should be retained, sold, or repurposed. This analysis must be completed and provided in a written report to DGS within two-hundred and ten (210) days of the effective date of the contract.

Task 1.3- Review of Processes and Identification of Opportunities: The Contractor shall review, analyze and make recommendations for improvement of the State's processes, procedures, and forms regarding acquisition, inventory management, and disposal of interests in real-property other than leasehold estates. Every recommendation must be accompanied by a thorough explanation of the reasons for the recommendation. Without limiting the generality of the foregoing, contractor's review, analysis, and recommendations must address existing state statutes, policies, practices and procedures, including any changes proposed. The Contractor will also review, analyze, and make recommendations as to how DGS maintains and operates facilities under its control. The Contractor will identify government best practices related to real estate portfolio management that could be beneficial to DGS in the management of its real estate assets and include as an appendix to the report to DGS under Task 1.2. Any recommendations requiring policy change or legislative action must also be identified together with a detailed explanation of the purpose and efficacy of the proposed policy change or legislation.

Part Two: State Leased Property (State Owned and Commercial)

The Contractor, through the DGS RPM Program Manager, will have access to the DGS lease files on site and the TRIRIGA real property management system. During normal business hours, DGS will provide on-site Contractor access to records on leased space occupied by state agencies through the RPM TRIRIGA system for capturing lease data and managing leases as well as paper files maintained by DGS. Additionally, a copy of all current leases may be obtained by the Offeror upon written request to the procurement officer prior to submitting a proposal. DGS makes no representation as to the accuracy of its lease records or the information contained in TRIRIGA.

Task 2.1- Contractor will develop and provide parameters, measures, and standards that will be used to perform Tasks 2.2-2.5 within 30 days of beginning Tasks 2.2-2.5 for approval by DGS.

Task 2.2- The Contractor will audit every active lease maintained by DGS. As of the date of issuance of this solicitation, there are approximately 850 active leases. Contractor shall provide a complete and accurate written audit report which shall contain at least the following information or analysis for each lease:

- a. Evaluate the agency's space to include at least:
 - a. whether the space is suitable and/or necessary for the mission assigned to the occupying agency;
 - b. whether the space is being efficiently used or if there is excess or wasted space;
 - c. whether the State is paying for unnecessary accoutrements (e.g. private bathroom or conference room);
 - d. whether the facilities are adequate for visitors;
 - e. how many employees who require full-day office space are accommodated per square foot and whether the space is apportioned for those who are primarily in the field;
 - f. whether there is adequate lighting, restroom and similar facilities for employees and are they appropriately sized and available for the workforce;
 - g. whether safety standards are being met;

- h. whether the facilities are clean and otherwise comfortable and what is their general appearance; and
- i. any other factor considered important by the Contractor to adequately evaluate the space (these factors, if any, should be identified in the Offeror's proposal);
- b. Identify areas of underutilization and opportunities for the reduction of leased space;
- c. Make recommendations for consolidation and lease renegotiation;
- d. Evaluate programmatic requirements for specific programs as identified in agency request for space forms; and
- e. Analyze and supply market data to support any proposed transaction.

Task 2.3- Lease Costs: The Contractor must utilize the information analyzed and the written audit report produced in Task 2.2 to establish comprehensive actual costs to the State of each lease, identifying the criteria considered in determining the actual cost (e.g., un-amortized lease costs, landlord's rights under the lease, etc.).

Task 2.4- Space Utilization Efficiency Profile: The results of Tasks 2.2 and 2.3 must be summarized and the leases prioritized by the opportunities they present for cost savings. These opportunities for cost savings must at a minimum take into account:

- a. Consolidation of two or more functions into existing space;
- b. Reconfiguration of existing space to increase efficiency;
- c. Lease cancellation or renegotiation to allow agencies to relocate into less costly space;
- d. Current market conditions for the applicable lease market;
- e. Potential Energy Savings; and
- f. All costs associated with proposed cost savings, including but not limited to relocation costs and costs of reconfiguration.

The Contractor will physically walk through each location corresponding to an active lease audited in Task 2.2 in a systematic manner to document building conditions and to determine organizational efficiencies that could be accomplished by consolidation or reconfiguration prior to production of the written report. (Note: Many active leases, both state and commercial, represent tenants that are collocated in the same building. As such, Contractor should coordinate walk through site visits to maximize efficient data collection.) Contractor shall thoroughly document the details (Contractor's staff, date, time, duration, location, contact, etc.) and observations made during each walk-through and provide copies of such documentation to DGS as an appendix to the written report required in Task 2.6. The Contractor shall also develop detailed space audit reports by location to highlight under-utilization and target leases requiring backfill, renegotiation or cancellation and provide those reports as an appendix to the comprehensive written report required in Task 2.6.

Task 2.5- Review of Processes and Identification of Opportunities: The Contractor shall review, analyze and make recommendations for improvement of the State's processes, procedures, and forms regarding acquisition and management of leases, to include, without limitation, the solicitation, negotiation, execution, and management of leases. This task shall encompass leasing space from private entities, to private entities, and between government entities. Every recommendation must be accompanied by a thorough explanation of the reasons for the recommendation. Without limiting the generality of the foregoing, contractor's review, analysis, and recommendations must address existing state statutes, policies, practices and procedures, including any changes proposed. The Contractor will identify government best practices related to real estate portfolio management that could be beneficial to DGS in the management of its real estate assets and include in the report to DGS under Task 2.6. Any recommendations requiring policy change or legislative action must also be identified together with a detailed explanation of the purpose and efficacy of the proposed policy change or legislation.

Task 2.6- Comprehensive Report: The Contractor will provide DGS with a comprehensive written report summarizing all data and recommendations from Tasks 2.2-2.5 within one-hundred and sixty-five (165) days of the effective date of the contract. The comprehensive written report shall also include contractor developed recommended space standards for the state, with a detailed explanation of the justification for each standard.

Part Three: Strategic Plan

The Contractor must synthesize the information gathered under the aforementioned specific tasks in Parts One and Two regarding existing leases and state-owned real property and produce a comprehensive written Strategic Plan in a form acceptable to DGS that addresses the agency's long-term goals to: 1. implement best practices for owned and leased space; 2. increase operational efficiencies and provide cost savings/avoidance; and 3. project future trends and space needs. The final written Strategic Plan must be a working and implementable tool for stakeholders and policymakers.

Task 3.1- Interim Strategic Plan Report: The Contractor must provide DGS a written interim strategic plan report for review after the completion of Parts One and Two of the contract and no later than two-hundred and seventy (270) days of the effective date of the contract. The interim report should incorporate both a detailed plan for DGS and cabinet agency owned and/or maintained facilities, including any revenue generating opportunities, and a broader plan for overall management of all state-owned and leased real property, including associated processes and policies. The detailed plan shall summarize the true costs of each property whether owned or leased using the Financial Analysis Tool created and the lease audits, identifying the space and its utilization, stating the goals as it relates to space of the agency, prioritize the properties which present an opportunity as they are determined to be over-market, under-utilized or are otherwise less than optimal for agency needs, and present a specific plan of action that could be implemented over the next three (3) years. The plan for overall management of all state-owned real property should represent an analysis of the state-owned real property database validated in Task 1.1, with recommendations for how the State should move forward in managing those assets over the next three (3) years, as well as identification of any statutory or regulatory changes required to implement the recommendations. Any recommendations provided by the Contractor must take into account certain limitations imposed on government properties and offices, including but not limited to statutory limitations, maintaining the historical character of state government, separation of powers and duties of offices, and recognition that some properties cannot be sold (for example, public trust property). The report must also evidence consideration of specific agency program needs such as compliance with HIPAA, statewide information security policies, and other applicable state and federal laws and regulations. Furthermore, any recommended solutions must address any concerns that may arise from personal or organizational conflicts of interest that may result from the State's implementation of that solution. DGS will receive the interim report, solicit comments, and provide comments to the Contractor within thirty (30) days of receiving the interim report.

Task 3.2- Final Strategic Plan: The Contractor will provide DGS with a final written Strategic Plan, addressing all comments provided by or through DGS concerning the interim strategic plan report delivered in accordance with Task 3.1, within three-hundred and thirty (330) days of the effective date of the contract. For any proposed solutions that would require contractual services other than those required by Parts One, Two and Three of this solicitation's scope of work, the Contractor must:

1. Identify, quantify, and document any cost savings the government may realize by implementing every recommendation made. Contractor must thoroughly explain which costs are reduced and how;
2. Identify, quantify, and document consideration of any government costs associated with monitoring and oversight;
3. Identify and explain any internal changes within existing government operations necessary to successfully implement and transition into the recommendation;
4. Identify and explain any functions the government should perform in order to facilitate this recommendation, including any division of responsibility, any monitoring or oversight needed to protect the government, and any potential conflicts of interest (personal or organizational) that may arise; and
5. Identify, quantify, and document every cost the government may incur to implement this recommendation.

Contractor shall provide GSD with documents not otherwise specifically required that memorialize information gathered during the performance of the work that may be material to performance of additional contractual services envisioned by the Strategic Plan. At the discretion of GSD, all documents received from Contractor, including the final written Strategic Plan, will be published publicly and subject to public disclosure under the Freedom of Information Act.

Part Four: Innovative Strategies

The State is interested in assuring that the selected Contractor will perform the work under the contemplated contract in a manner that is cost effective for the State and most likely to attain the objectives of the solicitation. Offerors may propose other additional services directly related to the foregoing scope of work (Parts One, Two, and Three) but not expressly required by this solicitation. Offerors should clearly identify and thoroughly define any proposed additional service and deliverable separately, and these costs should be included in the Offeror's fixed total price to provide the required services outlined in Parts One, Two, and Three of the Scope of Work.

Part Five: Additional Services and Options

The State is requesting price proposals for the following optional services that may be awarded at any point during the term of the contract, in whole or in part, following completion of Task 3.2 at the sole discretion of the State. The additional services and options specified below will be considered in the scoring process. The State reserves the right to negotiate the scope for proposed optional services if employed. Review of proposals for Part Five in no way precludes the State from procuring these services in a different fashion at its sole discretion.

Task 5.1- Additional Real Estate Consulting Services.

The State is requesting an hourly rate for additional real estate consulting services as needed after completion of the initial scope of work in Parts One-Four of this solicitation. Examples of such services could include, but are not limited to, providing site location and market analysis services for new acquisitions or assisting with determining if a property should be sold under appraised value. Use of these additional consulting services will be available to DGS. Other state agencies may also access these services under this contract for real estate consulting by negotiating with the successful offeror at their expense under the same hourly rate. All services to be acquired by other state agencies under Task 5.1 must be approved in advance by DGS. Agencies eligible to access services under Task 5.1 include all South Carolina public procurement units as defined in §11-35-4610 of the South Carolina Code of Laws and any agencies identified in Attachment A.

Task 5.2- Brokerage Services for the Disposition of Property.

DGS at its option may request the following types of brokerage services for the disposition of real property. The State anticipates these services may include the services detailed below; however, if awarded, Contractor will perform the services as detailed in its proposal as recommended by Contractor for the effective disposition of property and as negotiated and approved by the State. As such, Offerors should provide a thorough explanation of their proposed model for conducting brokerage services for the disposition of real property, specifying any deviations from the services as detailed in the scope of work and including an evaluation of the subtasks requested by DGS and recommendation of any subtasks excluded by DGS that should be included and why.

1. Market, in accordance with South Carolina laws concerning sale of surplus real property, properties of all types utilizing all appropriate methods to attract qualified buyers.
2. Provide a proposed listing price for each parcel to be listed for sale.
3. Provide a broker's price opinion (BPO) and/or appraisal to support the proposed sales price of the property.
4. Direct negotiations with adjoining property owners for those parcels whose primary value is in assemblage to their adjoining parcels.
5. Independently verify data supplied by General Services by researching the records from the County in which the property is located, as well as identifying potential restrictions or issues which will affect the marketing potential of the properties.
6. Provide to General Services in a format agreed upon a monthly report providing the status of the properties assigned to be sold.

7. Coordinate closing documents from the closing attorney for each transaction to General Services.
8. Disclose to potential buyers that all properties are to be closed based upon the following conditions:
 - a. Property to be conveyed by Quitclaim Deed.
 - b. Quitclaim Deed to be prepared by General Services.
 - c. Buyer is responsible for all closing costs.
 - d. All sales contingent upon SC Budget & Control Board approval of final sale.

NOTE: General Services reserves the right to determine and approve the Listing Agent.

Task 5.3- Implementation of Tenant Brokerage Services for State Leased Space Needs: Compensation for these tasks will be derived from commissions paid by Lessor.

DGS at its option may request the following types of tenant brokerage services for State leased space needs. The State anticipates these services may include the services detailed below; however, if awarded, Contractor will perform the services as detailed in its proposal as recommended by Contractor for effective tenant brokerage services and as negotiated and approved by the State. As such, Offerors should provide a thorough explanation of their proposed model for conducting tenant brokerage services, specifying any deviations from the services as detailed in the scope of work and including an evaluation of the subtasks requested by DGS and recommendation of any subtasks excluded by DGS that should be included and why.

1. Prepare requests for lease proposals in accordance with the then current DGS RPS policy and procedures (existing policies and procedures available upon request by Contractor to DGS RPS Program Manager) and applicable South Carolina law.
 - a. Review availability of existing space and new space in identified geographic areas.
 - b. Develop solicitations for space in accordance with current DGS RPS policy and procedures.
 - c. Review and analyze proposals for best value to the State.
 - d. Research the market for appropriate space alternatives.
2. Procure pertinent leases for all locations, regardless of size, across the State, for all types of uses (e.g. office, warehouse, etc.) and work through DGS to obtain required approvals under applicable South Carolina laws and regulations.
3. Prepare a market survey that addresses the following:
 - a. Asking price and business terms of the lease for the site(s) selected and an abstract of all the business terms of the recommended site.
 - b. List of all the comparable sites evaluated and their asking terms.
 - c. Appropriate market data to justify the recommended transaction (including the negotiated terms of actual leases in similar properties whenever possible).
 - d. A report on the existence and condition at the recommended site of any known asbestos, building or fire code violations, engineering, structural or any other potentially hazardous conditions which may be determined to be of concern.

- e. If more than one site satisfies agency requirements, prepare discounted cash flow and other analysis of projected rents and other costs comparing each site – qualitative and quantitative, a recommendation of the most appropriate alternative based upon a comparative financial analysis and best values.
4. Arrange inspections of appropriate sites for DGS RPS and the client agency to determine whether the site is suitable for the agency's need (e.g. that it meets state specifications and has adequate electrical power, HVAC, floor load, meets structural requirements, etc.).
5. Provide information on Lessor performance, conflict of interest, and related compliance.
6. Negotiate new leases and renewals for best value to State.
7. Manage and arrange for execution of lease agreements through DGS. Maintain all associated files and provide them to DGS RPS immediately following lease approvals and execution.
8. Provide emergency lease support in case of a catastrophic event that requires immediate relocation.
9. As applicable, perform all the above tasks in accordance with any policies or procedures required by GSD, including without limitations, procedures designed to prevent inappropriate conflicts of interest or misuse of information.
- B. No later than ninety (90) days prior to the expiration of the Contract, DGS RPS and the Contractor will develop a list of pending assignments on which the Contractor will continue its effort to finalize pending leases. The final determination of those assignments will be in the sole discretion of DGS.

Task 5.4- Supplemental Lease Administration Services:

The State is requesting an hourly rate for supplemental lease administration services which shall include the following:

1. Assistance with the organization and maintenance of lease files
2. Assistance in the population and maximized use of lease management software
3. Operating cost audits
4. Periodic review of space standards
5. Escalation calculations
6. SOP Manual preparation
7. Other services as needed from time to time.

SUMMARY OF CERTAIN DEADLINES

Task Number	Due Date
1.1 (B)	105 days from the effective date of the contract
1.2 (A)	105 days from the effective date of the contract
1.2 (C)	210 days from the effective date of the contract
2.6	165 days from the effective date of the contract
3.1	270 days from the effective date of the contract
3.2	330 days from the effective date of the contract

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006)

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

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation: All the information requested in this Part IV may be evaluated for purposes of deciding which Offeror may receive an award. Please be thorough in your response.

Offeror shall submit proposals in two separate sealed volumes:

- Volume I- Technical Proposal
- Volume II- Financial Proposal

Offeror shall submit a separate proposal (Technical & Financial) for services proposed in response to this solicitation.

Offerors are strongly encouraged to ask any questions regarding areas of clarification prior to submitting a proposal. Offerors should reference the clauses in Section II above titled Duty to Inquire and Questions From Offerors.

VOLUME I: Technical Proposal:

TITLE AND TABLE OF CONTENTS

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this solicitation. This should be followed by a table of contents for the technical proposal. The location of any information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. The reason for each claim shall be included. See clauses titled "SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)" in Section II.A and "SUBMITTING REDACTED OFFERS (FEB 2007)" below for more information.

EXECUTIVE SUMMARY

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary". The summary should also identify any exceptions the Offeror has taken to the requirements of this solicitation, the Contract, or any other attachments. **Warning:** The State cannot accept an offer that is non-responsive. Reference the clause titled Responsiveness / Improper Offers. Exceptions to material terms, conditions, and requirements may result in having the proposal deemed non-responsive, unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the State's terms and conditions, the Executive Summary should so state. The Offeror shall also identify in its proposal any task the State will need to perform during the entire term of the contract in order for the Offeror to timely perform all obligations to the State.

QUALIFICATIONS

(1) Prior Experience, Capabilities And Expertise

Offeror shall provide information regarding their company's background and experience as it relates to providing the services as required in this solicitation. This section profiles the organization and status of the companies that may perform the Contract. Company background information must include the following:

- a. Provide company's legal name, ownership, office locations, date incorporated and state of incorporation (if not incorporated, indicate date started in business and type of business, e.g., sole proprietorship, partnership, etc.).
- b. Provide federal identification number and unemployment compensation number.
- c. Describe company organization and, if applicable, relationships with subsidiaries, parent corporations and affiliates or other related companies; include organization charts and details concerning facilities that serve markets/areas within the State of South Carolina.
- d. Describe company's principal type of business.
- e. If the Offeror proposes to use any subcontractors, it must describe its experience as a prime contractor managing subcontractors, and its plan to manage and coordinate any proposed subcontractors. Subcontractors outside of the continental United States are precluded from participation in this contract.
- f. If Offeror has defaulted on a contract, or had a contract terminated for cause, within the past five years, describe in detail.
- g. Certify that company is not delinquent paying taxes to the federal government, the State, or any governmental authority, describe in detail.
- h. If the company has filed for bankruptcy protection in the past five years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing, describe in detail.
- i. If entering into the Contract may give rise to an actual *or apparent* conflict of interest (organizational, personal, or other), describe in detail.
- j. If company has any pending or threatened litigation by or against the State, or any other governmental authority, describe in detail.
- k. If in doubt regarding the foregoing, err on the side of disclosure. Unless Offeror clearly indicates otherwise, submission of your offer constitutes a representation that you have fully disclosed all material information responsive to items (f) through (i) above.

(2) Company Qualifications, Project Team and Subcontractors

The Offeror shall provide the minimum following information to support Offeror's qualifications and experience

- a. Company History and Experience - Summarize the company's history and experience performing similar services for public entities (or similar private organizations), including number of years of service.
- b. Provide examples of similar work experience. Demonstrate in detail whether the experience is similar to what is requested in this solicitation, and whether the organization for which the services were provided is comparable to the State in terms of its nature, size, mission and diversity. In addition to overall company experience, focus on the experience of the individuals you propose to assign to the project.
- c. Current Contracts - Submit a list of current contracts of similar size and scope wherein the

Offeror has provided similar services. The list shall also contain the name, contact name and address, telephone number and e-mail address of the entity who received the services from the Offeror. Also, the listing will include a detailed description of the services provided to the identified customer. Consideration shall be given to the duration of such contracts, the volume of services and the quality of services provided.

- d. **Project Team** - The Offeror shall demonstrate adequate professional staff and depth of experience to perform all items in the Scope of Work. Offeror must provide an organizational chart identifying names and titles of key staff members that will perform these services. Resumes for each key team member identified on the organization chart, describing relevant experience and years of experience, must also be submitted. Key staff conflict of interest must be disclosed, and should fully identify what the conflict is and why. Any requests for substitution of key staff must be submitted to the DGS RPM Program Manager. No substitutions shall be made without written approval.
- e. **Subcontractors** - Offerors shall identify all members of their team including subcontractors, if any, and the role these subcontractors shall have in the performance of the contract. Subcontractor information shall consist of name, address, telephone number and experience.

TECHNICAL APPROACH/BUSINESS PLAN

Provide a detailed narrative description of how the Offeror plans to meet DGS needs as set forth in the Scope of Work of this solicitation. The Technical Approach/Business plan must address each task in the Scope of Work individually. For Task 1.1 (A), Offeror must review the current state-owned real property database data fields as listed in Attachment D and include in its proposal a list of those data fields, whether currently listed in Attachment D or identified by the Offeror as essential, that must be populated for the Contractor to successfully perform any task within the scope of work, including but not limited to production of the final written strategic plan. The Offeror must provide a detailed explanation by field of why any data field in Attachment D should be included or excluded. The Offeror must also provide a detailed explanation by field of any data fields not in Attachment D but recommended by the Offeror as essential. The Offeror must explain the process and methods they will use to populate database and materially represent its accuracy. For Task 1.2 (A), the Offerors should define deferred maintenance and identify the standards they use to evaluate, identify, and quantify deferred maintenance costs. For Task 1.2 (B), Offeror should identify the criteria the Financial Analysis Tool will use to evaluate the efficacy of retaining, selling, repurposing, or acquiring state real property, providing a detailed description of the proposed tool and how it works. For Task 2.1, Offeror should thoroughly describe the process and considerations it will employ in developing the referenced parameters, measures, and standards. For Tasks 5.2 and 5.3, Offeror should provide a thorough explanation of its proposed model for conducting the required services, specifying any deviations from the services as detailed in the scope of work and including an evaluation of the subtasks requested by DGS and recommendation of any subtasks excluded by DGS that should be included and why.

- 1) Describe and identify the current and planned resources and employees to be assigned to the project and how resources will be deployed in the selected areas. **Provide a timeline by task including the number, names, and qualifications of key staff detailing when they will be working on-site and off-site with an explanation of how they will ensure production of each deliverable.** Include a 30-day ramp-up plan. Provide suggestions for both state agency and tenant leasing performance measures which may be considered in the final contract as well as clear documentation substantiating Offeror's ability to perform. Describe any additional innovations offered and benefits to the State.

- 2) The Offeror must provide a minimum of one example of each of the following reports provided to current or recent clients:
- b. Analysis Reports
 - c. Strategic Plan, both interim and final
 - d. Quarterly Project Report
 - e. Space Audit Reports
 - f. Progress Summaries
- 3) Within ten (10) working days of the effective date of the Contract, and after notice to proceed, the Contractor will submit to DGS an implementation plan.

VOLUME II: Financial Proposal

See Section VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>
[04-4015-1]

SUBMITTING REDACTED OFFERS (FEB 2007)

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

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR:

(1) Before awarding a contract, the State must determine that an Offeror is responsible by considering the factors listed in procurement regulation 19-445.2125(A). Information from any sources may be considered. (2) The Procurement Officer may, in his discretion, consider (i) the responsibility of your key personnel, any predecessor to your business, and any key personnel of any predecessor to your business, including any facts arising prior to the date you were established as a business, and/or (ii) any subcontractor you intend to use. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability. Nevertheless, the Procurement Officer may consider the financial capability of a separate legal entity if that entity unconditionally guarantees all your obligations arising out of or relating to any contract awarded pursuant to this solicitation. To facilitate acceptability of the guarantee, you may use our form, which is available upon request. To facilitate the Procurement Officer's evaluation of the guarantor, make sure the guarantor is clearly identified by its full legal name. (4) 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 Ann. § 11-35-1810.

QUALIFICATIONS -- REQUIRED INFORMATION (JAN 2006)

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

(a) Include a brief history of the offeror's experience in providing work of similar size and scope.
(b) Your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]
(c) Provide a three (3) work references of similar scope which best represents their abilities to satisfy the requirements of the solicitation. Offerors shall include a brief narrative description of the project (discuss scope of the products and services provided to the customer). Additional references shall be provided for subcontractors listed within the Offeror's proposal. Offeror shall include references of up to three of its customers who are capable of documenting:

- a. The Offeror's ability to manage large scale projects
- b. The quality and breadth of services provided by the Offeror
- c. Each client reference shall include the following information:
 1. Name of client organization
 2. Name, title and telephone number of Point of Contact for client organization
 3. Value, type and duration of contract(s) supporting client organization
 4. The services provided, scope of the contract, geographic area being supported, performance objectives satisfied, and improvements made to client systems
 5. An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.

Note: The State reserves the right to choose any customer references whether or not furnished by the Offeror and to investigate past performance of the vendor (s) in respect to its successful performance of similar projects. Performance shall include, but not be limited to compliance with specifications and contractual obligations, its completion or delivery of a

product or service on schedule and its lawful payment of suppliers, subcontractors and employees.

References should be directly relevant to the services detailed in the solicitation. References that do not support the service delivery experience may be rejected.

References will not be accepted from:

- Current employees of DGS.
- Former employees of DGS within the past three (3) years.
- Persons currently or formerly employed by the Respondent's organization.
- Board members of the Respondent's organization.
- Relatives.
- Corporations based solely in a foreign country.
- A member of the Offeror's organization, who has written, completed and submitted the form on behalf of the reference.

(d) A list of every business for which Offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Offeror represents that the list is complete.

(e) List of failed projects, suspensions, debarments, and significant litigation.
[05-5015-1]

SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-1]

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

- a. Technical Approach/Business Plan
- b. Qualifications
- c. Price (Parts One, Two, Three, and Four)
- d. Price (Part Five)

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. Reference regulation 19-445.2180 (Assignment, Novation, and Change of Name).

BANKRUPTCY (JAN 2006)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NON-INDEMNIFICATION (JAN 2006)

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

NOTICE (JAN 2006)

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

PAYMENT and INTEREST (MAY 2011)

With respect to all services, compensation should be stated in terms of set fees for service(s) by task and subtask within the Scope of Work. Each deliverable must be approved by the State prior to acceptance by the State and payment will only be made to the Contractor at the point of acceptance by the State of each deliverable

(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 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]

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SETOFF (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a

subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

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

CONTRACTOR'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:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(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.

(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.

(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.

(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.

(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 affect 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.

(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.

(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.

[07-7B056-1]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

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. [07-7B067-1]

DEFAULT (JAN 2006)

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

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

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

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

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

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

ILLEGAL IMMIGRATION (NOV. 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS (NOV 2011)

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

INFORMATION SECURITY

(a) *Definitions.* As used in this clause—

Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. This includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.

Government information means (i) information provided to the using governmental unit by competitors of Contractor; (ii) information provided by or generated for the using governmental unit, or (iii) acquired or accessed by Contractor as a result of performing the work. Without limiting the foregoing, government information includes (a) any information that Contractor acquires or accesses by software or web-based services, and (b) any metadata or location data. Government information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Intrusion means an unauthorized act of bypassing the security mechanisms of a system.

Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

Public information means any information, regardless of form or format, that the State intentionally discloses, disseminates, or makes available to the public.

Safeguarding means measures or controls that are prescribed to protect information.

Software means any computer program acquired, accessed, or used by the government or a third party pursuant to or as a result of this contract.

Unrestricted information means (1) public information, (2) information acquired by Contractor prior to contract formation, (3) information incidental to contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Voice means all oral information regardless of transmission protocol.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the government or a third party pursuant to or as a result of this contract.

(b) *Safeguarding requirements and procedures.* The Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites. Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.

(6) Intrusion protection. Provide at a minimum the following protections against computer intrusions and data compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, servicepacks, and hot fixes.

(7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts under this contract that may involve government information residing in or transiting through the subcontractor's information system.

(d) *Other contractual requirements regarding the safeguarding of information.* This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems.

INFORMATION USE AND DISCLOSURE

Citizens should not be required unnecessarily to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to provide the services; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens.

(a) *Definitions.* The definitions of the following terms are incorporated by reference from the clause titled Information Security: "compromise," "government information," "information," "public information," "software," "unrestricted information," and "web-based service." Additionally, as used in this section, "third party" means any person or entity other than the using governmental unit, the Contractor, or any subcontractors at any tier.

(b) *Legal mandates.* Notwithstanding anything to the contrary, Contractor shall be permitted to use, disclose, or retain government information but only to the limited extent necessary to comply with any requirement imposed by law, rule, regulation, or direction of law enforcement. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with either a law or direction of law enforcement, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent prohibited by law.

(c) *Flow down.* Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the limitations and restrictions of this clause on, any other person or entity that contractor authorizes to take action related to government information. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts under this contract that may involve government information.

(d) *Collecting Information.* Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) *Rights, Disclosure and Use.* Except as otherwise expressly provided in this solicitation, Contractor agrees not to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) disclose government information to persons having a need-to-know (e.g., subcontractors); and (ii) use (including access, process, transmit, and store) and maintain the government information itself. Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice regarding the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) *Return.* Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly return all government information in its possession to using governmental unit upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws.* Without limiting any other legal or contractual obligations, Contractor shall comply with its own privacy policies and written privacy statements relevant to the work. Without limiting any other legal or contractual obligations, Contractor shall comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause entitled Information Use and Disclosure – Standards.

(h) *Safeguarding Information.* Without limiting any other legal or contractual obligations, Contractor agrees to implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality, and integrity of the government information in its possession. Upon request by using governmental unit, Contractor shall confirm Contractor's compliance with this section in writing signed by Contractor's most senior executive responsible for information technology security.

(i) *Actions Following Disclosure.* Immediately upon learning of a compromise or improper use of government information (hereinafter "discovery"), Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. If a compromise or improper use is caused in whole or in part by the act or omission of Contractor, its employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts Contractor may be liable, that is not in accordance with the terms of this contract or applicable law, Contractor shall: (1) provide any legally required notification to third parties affected by a compromise if legally required to be provided to such parties by Contractor, and if not (e.g., if required of using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; and (3) pay any related fines or penalties imposed on the using governmental unit by a government authority.

(j) *Survival & Remedy.* All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause.

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]

LIQUIDATED DAMAGES

Any deliverable provided by the Contractor deemed unacceptable by the State must be corrected by the Contractor within ten (10) days of notice by the State that the deliverable is unacceptable. It would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a breach of this provision, therefore Contractor shall pay to the State, as liquidated damages, one-thousand (1000) dollars per day for deliverables not accepted by the State after the ten (10) day correction period. Contractor agrees that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the State due to any such breach. Contractor also understands that the timeline for completion of this project is critical and no extensions will be allowed and agrees that nothing in this section is intended to limit the State's right to obtain injunctive and other relief as may be appropriate. 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.

OWNERSHIP OF DATA and MATERIALS

All information, except unrestricted information, either furnished by or prepared for the State pursuant to this contract shall belong exclusively to the State.

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 years, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 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 1 year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this

Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

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.

PRICE PROPOSAL (JAN 2006)

FEE PROPOSALS

FEE PROPOSAL ONE – Parts One, Two, Three, and Four

The price quoted in Offeror's response to this solicitation must reflect the total price of all tasks and deliverables in Parts One-Four under the solicitation, broken out by task/deliverable, and will be firm for the duration of the Contract. No fee changes will be permitted.

FEE PROPOSAL TWO – Part Five

For all Tasks in Part Five, the hourly rates and commission percentages are total fixed prices, inclusive of all contractor's costs to perform. No costs will be reimbursed.

For Task 5.1, provide an hourly rate for additional real estate consulting services. Please attach a spreadsheet indicating the hourly rate to be charged by position for your firm, along with a position description for each position that identifies minimum qualifications and levels/years of experience for that position.

For Task 5.2, complete the following pricing sheet for brokerage services for the disposition of property. Offeror will only be paid the Commission Percentage (Unit Price) if and when the property is sold and the closing is completed.

	Item Description	Unit Price		Weight		
Item 1	Commission % for Sales \$1-\$499,999	_____ %	X	50	=	_____
Item 2	Commission % for Sales \$500,000-\$1,999,999	_____ %	X	30	=	_____
Item 3	Commission % for Sales \$2,000,000 and above	_____ %	X	20	=	_____
Total Weighted Percentage						_____

NOTE:

Total Weighted Percentage will be the Evaluated Price for this subtask.

For Task 5.3, complete the following price sheet for implementation of tenant brokerage services for state commercial leased space needs: Compensation for these tasks will be derived from commissions paid by Lessor if the lease is approved and executed by DGS. The state is not responsible for any payment to the Contractor

under this Task.

Commission Rate to be Charged Lessor – (Percentage can be NO More than 2%)

First Year Rate ____% x Estimated Lease Value of \$ _____ = \$ _____

Second Year Rate ____% x Estimated Lease Value of \$ _____ = \$ _____

Third Year Rate ____% x Estimated Lease Value of \$ _____ = \$ _____

Fourth Year Rate ____% x Estimated Lease Value of \$ _____ = \$ _____

Fifth Year Rate ____% x Estimated Lease Value of \$ _____ = \$ _____

Offerors are encouraged to bid a certain number of credit hours for services under Tasks 5.1 and 5.4, issued to DGS, for each transaction that the tenant broker manages under this optional section of the contract, if implemented. Offerors should indicate the number of service credit hours to be provided for each transaction and an additional number of credit hours per commission rate.

For Task 5.4, provide an hourly rate for supplemental lease administration services. Please attach a spreadsheet indicating the hourly rate to be charged by position for your firm, along with a position description for each position that identifies minimum qualifications and levels/years of experience for that position

Offeror shall perform all assigned tasks regardless of task value. The foregoing prices include and cover the furnishing of all vendor/subcontractor labor and materials, mark-up, overhead, and profit, delivery, storage, burden, installation, equipment, tools, supervision, insurance, and all incidental costs to complete each individual task, as set forth, described and shown in the Specifications and other Contract Documents.

[08-8015-1]

IX. ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment A – List of State Agencies Included in this Project

Attachment B – Historical Agency Names

Attachment C.1 – Budget and Control Board and Cabinet Agency Facilities to be Evaluated under Task 1.2 (C) – Buildings

Attachment C.2 - Budget and Control Board and Cabinet Agency Facilities to be Evaluated under Task 1.2 (C) – Land

Attachment D – List of Data Fields in Current State-Owned Real Property Database

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

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

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

[09-9005-1]