SOUTH CAROLINA Department OF Disabilities AND Special Needs	**State of South Carolina** Invitation for Bid	Solicitation Number Date Printed Date Issued Procurement Officer Phone E-Mail Address	2-1061-09 5/19/2009 5/19/2009 Bob Knudson (803) 898-9750 procurement@ddsn.sc.gov

DESCRIPTION: Provide medical equipment maintenance services to SCDDSN Midlands Center located in Columbia, SC.

USING GOVERNMENTAL UNIT: The South Carolina Department of Disabilities and Special Needs

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): 10:30 AM 06/04/2009 **See "Deadline For Submission Of Offer" provision**

QUESTIONS MUST BE RECEIVED BY: 5:00 PM 05/26/2009 **See "Questions From Offerors" provision**

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and One (1) copy (marked 'copy')**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
SC Dept Of Disabilities & Special Needs
P.O. Box 4706
Columbia, S.C. 29240

PHYSICAL ADDRESS:
SC Dept of Disabilities & Special Needs
3440 Harden Street Suite 220
Columbia, S.C. 29203

See "Submitting Your Offer" provision

CONFERENCE TYPE: N/A DATE & TIME: N/A **As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions**	LOCATION: N/A

AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the above listed physical address and at the web address: http://www.ddsn.sc.gov/aboutddsn/procurementopportunities.htm

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.

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (tax-exempt) ☐ Corporate entity (not tax-exempt) ☐ Government entity (federal, state, or local) ☐ Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)	
TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

COVER PAGE MMO (JAN. 2006)

PAGE TWO

(Return Page Two with Your Offer)

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

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

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

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

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

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

End of Page Two

Solicitation Outline

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

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD – ESTIMATED (JAN 2006): 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".

Any resulting contract will be for a term of one year and include four one-year options to renew. The initial contract term is anticipated to run from July 1, 2009 through June 30, 2010.

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.

AMENDMENTS TO SOLICITATION (JAN 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should call number listed on page one. (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.

AWARD NOTIFICATION (JUN 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. 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 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.

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2006) 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.

BID ACCEPTANCE PERIOD (JAN 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JAN 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

BOARD AS PROCUREMENT AGENT (AUG 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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2006)

(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.

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at http://www.scstatehouse.net/code/statmast.htm. The South Carolina Regulations are available at: http://www.scstatehouse.net/coderegs/statmast.htm.

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.)

DEADLINE FOR SUBMISSION OF OFFER (JAN 2006) 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)]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2006) 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

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.

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 8-13-755, 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 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROTESTS (JUN 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [§ 11-35-4210]

PUBLIC OPENING (JAN 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JAN 2006): (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.

REJECTION/CANCELLATION (JAN 2006) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS / IMPROPER OFFERS (JAN 2006)

(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.

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2006) 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***

SIGNING YOUR OFFER (JAN 2006) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS (JAN 2006) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

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, it's 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.)

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2006) (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.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JAN 2006) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at $25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. 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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

TAXPAYER IDENTIFICATION NUMBER (JAN 2006): (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.

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.)

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2006) 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.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

DISCUSSIONS WITH BIDDERS (JAN 2006) After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

MAIL PICKUP (JAN 2006): SCDDSN picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

OFFERING BY LOT (JAN 2006) : Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

PROTEST – CPO - MMO ADDRESS (JUN 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

III. SCOPE OF WORK / SPECIFICATIONS

A. GENERAL

Whereas the facility desires to engage the services of a maintenance contractor who is qualified / certified to perform maintenance services on medical and dental equipment used throughout SCDDSN Midlands Center located at 8301 Farrow Road, Columbia, SC 29203.

B. SCOPE

The contractor will perform preventative maintenance services, new equipment system checks, and repair services.

1. Preventative Maintenance (PM)

Service may vary significantly between various types of equipment. Generally PM services include an operations check, safety check, lubrication and filter change (if applicable), and general examination of the physical condition of the equipment. Preventative Maintenance Service Criteria and maintenance intervals for medical and dental equipment are attached as Enclosure 1. If the manufacturer's service criteria is more expansive than those listed on Enclosure 1, then the manufacturer's service criteria will be used. All feeding pumps listed on the inventory are not to be maintained by the Maintenance Contractor (and are therefore to be excluded from the scope of this contract). Each item of equipment will be tagged or labeled to reflect the date of its PM service. A back-up file of all findings and a complete maintenance history / record will be retained by the contractor with a courtesy copy provided to SCDDSN Midlands Center upon request. Further, the contractor agrees to maintain a management system whereby such equipment gets inspected regularly every six months (or as otherwise specified in Enclosure 1 or the manufacturers warranty and/or suggested maintenance plan). Where appropriate, the contractor agrees to make available an equipment loaner to be used while the primary item is being serviced. Electric hospital beds, specialty beds, and overlays are also include in the service program (see Enclosure 2).

2. New Equipment Checks

New Equipment Checks are accomplished on all pieces of new equipment before they are put into service. This will be accomplished within three workdays following receipt by the contractor of a request from SCDDSN Midlands Center for such services. Included would be a general systems check, safety check, and a general examination of the physical condition of the equipment. All newly received feeding pumps will be checked before use. A record of the new equipment check will be made and filed in a newly generated maintenance history record. The equipment will be tagged and the date and initials of the contractor's maintenance technician will be posted. In-service training of the users will be provided by the contractor as needed.

3. Repair Services

Will be necessary when items of equipment fail to operate correctly. Repair services are normally charged based on parts, labor, and special changes (e.g. Pick-up and delivery charges, etc.). A record of repair services performed on medical equipment will also become a part of the maintenance history file. If removal from the premises is necessary, a receipt will be provided to the residence nurse or the equipment will be logged out in the Director of Nursing's office. All repair work will have a 90-day warranty on parts, 30-day warranty on labor (or manufacturer's warranty).

C. INVENTORY OF EQUIPMENT

A complete list of equipment to be included within this contract (as of April, 2009) and its corresponding location is attached as Enclosures 1 and 2. The facility will notify the contractor of newly received equipment, equipment that is being relocated, and equipment that is being removed from service.

D. BILLING

Billing is to be conducted on a monthly basis reflecting one detailed consolidated statement for Preventative Maintenance, New Equipment Checks, and Repair Services. The statement will delineate (as a minimum) the following: (a) Item(s) of equipment (including make, model, and serial number). (b) Scope of maintenance performed, and (c) All charges for services, labor, parts, etc.

QUALITY – NEW (JAN 2006): All items must be new.

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.

MINORITY PARTICIPATION (JAN 2006):
Is the bidder a South Carolina 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 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.)

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

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.

VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006): Award will be made by complete lot(s).

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. GENERAL

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

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.

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.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

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.

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address

provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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.

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

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.

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

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.

PAYMENT (JAN 2006): (a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

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.

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.

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.

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.

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.

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.

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.

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.

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, providing 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.

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.

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.
(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.
(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:
General Aggregate (per project) $1,000,000
Products/Completed Operations $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any one fire) $ 50,000
Medical Expense (Any one person) $ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):
Combined Single Limit $1,000,000
OR
Bodily Injury & Property Damage (each) $750,000

WORKER'S COMPENSATION:
State Statutory
Employers Liability $100,000 Per Acc.
$500,000 Disease, Policy Limit; $100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured
(ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

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.

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.

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)(3) 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 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 insufficient 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 ad 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.

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

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

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

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

OTHER TRANSACTIONS (NOV 2008): By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

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.

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes

effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENT – LIMITED BY CPI "Other Goods & Services" (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICING DATA – AUDIT – INSPECTION (JAN 2006) [Clause Included Pursuant to § 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. § 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. § 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 § 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.

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venture 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.

STORAGE OF MATERIALS (JAN 2006): Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation.

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 one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

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 one 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.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

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 specialy 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 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 he 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.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

LOT A:

Agency Req.:

Item	Commodity	Quantity	Unit Of Measure	Unit Price	Price
1	Preventative Maintenance Services (Medical Equipment)	12	Monthly Inspections	$	$
Description: As specified in Section III: Scope of Work / Specifications including all medical and dental equipment listed in Enclosures One and Two (less dental x-ray equipment).					

Agency Req.:

Item	Commodity	Quantity	Unit Of Measure	Unit Price	Price
2	Preventative Maintenance Services (Central Systems)	2	Semi-Annual Inspections	$	$
Description: As specified in Section III: Scope of Work / Specifications including all central gas, suction, and oxygen systems installed in Magnolia Residence and the Dental Clinic (including wall outlets).					

Agency Req.:

Item	Commodity	Quantity	Unit Of Measure	Unit Price	Price
3	New Equipment Checks	10	Each	$	$
Description: As specified in Section III: Scope of Work / Specifications to include all medical and dental equipment received throughout the fiscal year. Normal rate of equipment and acquisition is 8 – 10 pieces per calendar year.					

Agency Req.:

Item	Commodity	Quantity	Unit Of Measure	Unit Price	Price
4	Repair Services	100	Hours	$	$
Description: As specified in Section III: Scope of Work / Specifications. To be provided at an hourly labor rate plus parts and any special charges (shipping, loaned equipment, etc.). Provide an hourly labor rate for this item.					

PRICE OF PARTS WILL BE _____ % OVER ACTUAL COST.
(This percentage will not be used as an evaluation factor.)

TOTAL BID FOR LOT A: $ _____
(Sum of the Price for Items 1, 2, 3, and 4)

IX. ATTACHMENTS TO SOLICITATION

- Enclosure One
- Enclosure Two
- Important Tax Notice – Nonresidents Only
- Nonresident Taxpayer Registration Affidavit – Income Tax Withholding (I-312)
- Offeror's Checklist

DENTAL EQUIPMENT

Item	Location	Model	Manf.	State ID #	Serial Number
Dental Lamp	Oper. #1	DED-500	DEN-TAL-EZ	02-008281	
Dental Chair	Oper. #1	VSR	DEN-TAL-EZ	02-008270	1242
Dental Lamp	Oper. #2	DED-500	DENTAL-EZ	02-008283	
Dental Chair	Oper. #2	VSR	DEN-TAL-EZ	02-008269	1245
Ultr. Clnr.Cavitron	Oper. #2	2001	DENTSPLY	02-008267	04563
Dental Lamp	Opr. #3	DED-500	DEN-TAL-EZ	02-088284	
Dental Chair	Opr. #3	VSR	DEN-TAL-EZ	02-008268	1206
X-Ray	Opr. #3	Gx770/46-40460063	GENDER	02-011132	7701118828DD 7711119696DP
Dental Lamp	Opr. #4	DED-500	DEN-TAL-EZ	02-008280	
Dental Chair	Opr. #4	VSR	DEN-TAL-EZ	02-008271	1244
Ult. Clnr.Cavitron SPS	Opr. #4	SPS Dentsply	DENTSPLY	02-011815	11911598
Dental Lamp	Opr. #5	DED-500	DEN-TAL-EZ	02-008282	
Dental Chair	Opr. #5	VSR	DEN-TAL-EZ	02-008272	1243
Amal Gamator	Opr. #5	LP-60	Crescent	02-008264	28065
Curing Lamp	Opr. #5	Litex 680	Dentamerica		123147
Panagraph X-ray	Hallway	Panelipse II	GE	02-008285	313827DN8
Autoclave	Lab	OCM	Pelton-Crane		A3-19003
UltraSon. Clearner	Lab	T-14	L&R		?
Mobile Drill	Lab	10SN	EMESCO		02-001850

DENTAL EQUIPMENT

Item	Location	Model	Manf.	State ID #	Serial Number
Polishing Lathe	Lab	350	Bal Dor		F1-68
Vacuum Form	Lab	107	T&S		
Model Trimmer	Lab	320-A	Torit		0603308
Vital Signs Monitor	Oper.#3	#5200 Series	Welch Allyn	State 02011942	200208996
Portable Unit	Oper. #1	2243-3000	Spartan	No State ID	7523
X-Ray Processor	Dark Room	810	Dent-X	02011735	2405013920
Portable Compressor	Oper. #1	6-4	JUN-AIR	No State ID	558678
Central Vacuum	Utilities Room	1000-2P	MDS Matrx		0210PL1290
Air Compressor	Utilities Room	AS-30	Air Star		301023
Central Water	Utilities Room	Whole house Filtration	Whirlpool	N/A	N/A

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Item Description	Location	Manufacturer	Model #	Serial #	State ID#	Remarks
Port-A-Vac	Car Wash	Equi-tron	8850	E-2281		Replacement-8/8/05
Aspirator	Supv Office	Gomco	300	L-3946		
Aspirator	Supv Office	Air Shields	A	WG00766	A4817D218A	
Pulse Oximeter	Cedar	Palco	3301	470351299	02-011756	
Elec. Thermometer	Cedar	Alaris	2080D	3687809		
Pulse Oximeter	Cedar	Palco	300	6011LR75035		
Elec. Thermometer	Cedar	IVAC	2017	0073393XT	149-2	
BP Monitor	Cedar	Omron	HEM-711	5616366L		
BP Monitor	Cedar	Mabis	04-235-001	12171005		
Elec. Thermometer	Chestnut	IVAC	2080B	3010346		
Aspirator	Chestnut	Gomco	300	L-3945	154-3	
Pulse Oximeter	Chestnut	Palco	300	B9804004987		
Glucometer	Chestnut	Abbott	Precision Xtra	XCA885-3114		
Aspirator	Clinic I	Gomco	300	L-3928	152-2	
X-ray Viewer	Clinic I	GE	11FV1		167-2	
Otoscope/Opthal.	Clinic I	Welch-Allyn	11710	CL-1	58-2	
Aspirator	Clinic I	Gomco	402	K-5450	123-2	
Surgical Lamp	Clinic I	Castle	W00630	M46	57-2	
Aspirator	Clinic I	Schuco	5711-130	1086581	95-2	
Surgical Lamp	Clinic I	Castle	2410M	LN9701011	02-011734	
Pulse Oximeter	Clinic I	Palco	300	B9804002180		
X-ray Viewer	Clinic I	GE	11FVIB	None	167-2	
Sphygmomanometer	Clinic I		Wall Mount			
Otoscope/Opthal.	Clinic I	Welch-Allyn	Wall Mount-11720			
Glucometer	Clinic I	Abbott	Precision Xtra	QF2016-5624		
IV Pump	Clinic I	McGaw	522-002	D-3043-A	173-2/02-010622	
Vital Sign Monitor	Clinic I	Welch-Allyn	525T0-EL	CE0050 N344		
Defibrillator	Clinic I	Heartstream	FR2 EM01	24110		
X-ray Viewer	Clinic I	GE	11FV1		89-2	
Vital Sign Monitor	Dental Cl.	Welch-Allyn	52000	200208996	02011942	
Defibrillator	Dental Cl.	Welch-Allyn	AED10	10864		
Aspirator	GCC	Air Shields	A	WG00768	145-2	
Aspirator	Walnut	Gomco	300	K-5305	115-2	
Glucometer	Walnut	Abbott	Precision Xtra	XCA885-3329		
Aspirator	Walnut	EJ	H-95	1793524	124-2	
Pulse Oximeter	Walnut	Palco	300	B9804006892		

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Item Description	Location	Manufacturer	Model #	Serial #	State ID#	Remarks
Pulse Oximeter	Walnut	Palco	300	B9804006890		
Elec. Bed	Walnut	HB7X087-01		000579		
Vital Sign Monitor	Walnut	Welch-Allyn	S3NTO-E1	JA006951		
Vital Sign Monitor	Walnut	Welch-Allyn	S3NTO-E1	JA047599		added-6/20/07
Digital BP Monitor	Walnut	Omron		3426199L		
Aspirator	Walnut	Schuco Vac	130	02990004412		
Gumuco Suction Machine	Walnut	Gumuco		MR104316001		added-6/11/07
Digital BP Monitor	Walnut		HEM711	3426199L		
O2 Concentrator	Walnut	Millenium		106051008969		
O2 Concentrator	Walnut	Millenium		106051004561		
Aspirator	Mesquite	Air Shields	A	WG00756	139-2/02-01163	
Pulse Oximeter	Mesquite	Palco	300	U032324		
Glucometer	Mesquite	Abbott	Precision Xtra	XCA885-4117		
Elec. Thermometer	Mesquite	IVAC	2080A.	3198600		
Pulse Oximeter	Willow	Palco	300			
Ivac Temp Plus II	Willow	IVAC	436			
First Temp Genius	Willow	Sherwood	181290			
Dia Pump Aspirator	Willow	Air Shields	Model A	WG00764		
Otoscope/Opthal.	Willow	Welch-Allyn	05259-M	710189-C		
Elec. Thermometer	Nsg Supply	IVAC	2080D	3353397		
Surgical Light	Nsg Supply	Castle	2410T	FP410T02	02-011538	
Aspirator	Nsg Supply	Equitron	8850/PortAVac	E1925		
Printer	Nsg Supply	BCI	3045/57100A1	140040950		
Printer	Nsg Supply	Bio Chem	3045/57100A1	2213309		
Oximeter/ECG	Nsg Supply	BCI/Bio Chem	3101/70750A2	430038065		
CPap	Nsg Supply	Respironics	M367500E-Remstar	884859		
CPAP	Nsg Supply	Respironics	Sleep Easy III/362302	A68242	02-011165	
Apnea Monitor	Nsg Supply	Aequitron	9500	471949		
Aspirator	Nsg Supply	Gomco	300	L-8659		
IV Pump	Nsg Supply	McGaw	522-002	D-3101-A	172-2/02-010623	
Pulse Oximeter	Nsg Supply			B9804001804		
O2 Concentrator	Nsg Supply	Invacare	Platinum	IRC5LX02	07AF023633	New-1/07
Intelligent Pump	Med Room			D3101-A		
Apnea Monitor	Med Room	Aequitron	9500	460609		
Elec. Thermometer	Med Room	IVAC	2080D	3344753		
Tym Thermometer	Med Room	Life Systems	3000A - Genius	J9643398		

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Item Description	Location	Manufacturer	Model #	Serial #	State ID#	Remarks
Elec. Thermometer	Med Room	IVAC	2080A	3010346		
Elec. Thermometer	Med Room	IVAC	2080A	3010314	117-2	
Elec. Thermometer	Med Room	IVAC	2080B	316965		
Tym Thermometer	Med Room	Life Systems	3000A - Genius	J0351657		
Tym Thermometer	Med Room	Life Systems	3000A - Genius	J0527167		
Tym Thermometer	Med Room	Life Systems	3000A - Genius	J0537073		
BP Monitor	Med Room	Omron	HEM-			
Digital Wrist BP Monitor	Med Room	Omron	HEM-711	4997542-7		
Glucometer	Med Room	Abbott	Precision Xtra	QF2299-5701		Replacement
BP Monitor Wrist	Med Room	Omron	HEM-605			
Pulse Oximeter	Med Room	Palco	300			
Aspirator	Life Center	Gomco	300	L-3929	156-3	
Whirlpool	PT	ILLE	HM-600	89-52610	40-2	
Chilling Unit-COLPAC	PT	Chattanooga	C-2	4304	41-2	
Hydrocollator	PT	Chattanooga	SS-2	5000	42-2	
Whirlpool	PT	ILLE	HM-690	6-52612	43-2	
Whirpool	PT	ILLE	HM-500	85-52611	44-2	
Cast Cutter	PT	Stryker	9002-210	None	168-2	
Cross Lateral Mach	PT				02-011504	
Treadmill	PT				02-011760	
Large X-ray Viewer	PT	S & S	21911860			
Pulse Oximeter	Supv Office	Palco	B9804000289			
Defibrillator	Supv Office	Heartstream	FR2	1001046182	2011925	
Aspirator	Supv Office	Equi-tron	8850	E-1922	127-2	
Pulse Oximeter	Supv Office	Palco	300	B9804009793		
Pulmo-Aide Compressor	Supv Office		5650D	D3975570		
Aspirator	Supv Office	Schuco	5711-130	0684720	73-2	
Pulse Oximeter	Supv Office	Palco	300	4037959		
Tym Thermometer	Supv Office	Genuis	3000A	J9945744		Leased
Tym Thermometer	Supv Office			J9945744		
Pulse Oximeter	Supv Office	Palco		B9804001324		
Pulse Oximeter	Supv Office	Palco		B9804002936		
Elec Thermometer	Supv Office	IVAC - 2000		74752		
Aspirator	Supv Office	Gomco		L8654		
O2 Concentrator	Sycamore	Invacare 5	IRC5LX02	99J535935		
Aspirator	Sycamore	Gomco	300	L-3938	157-2	

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Item Description	Location	Manufacturer	Model #	Serial #	State ID#	Remarks
Aspirator	Sycamore	Gomco	300	K-5307	116-2	
Elec. Thermometer	Sycamore	IVAC	2080B	3230855	175-2	
Aspirator	Sycamore	Schuco		19800031212		
Elec. Thermometer	Sycamore	IVAC	2080D	3242223		
02 Concentrator	Sycamore	Invacare 5	IRC5LX02	98J535935		
Aspirator	Sycamore	Air Shields	A	DX00488	111-2/02-011107	
Aspirator	Sycamore	Air Shields	A	WG00769	144-2/02-011159	
Aspirator	Sycamore	Lesson		A45170218A		
Aspirator	Sycamore	Gomco	300	02-014407	114-2	
Aspirator	Sycamore	Gomco	402	K5885		
Tym Thermometer	Sycamore	Genuis	3000-A Genuis	78012		
Glucometer	Sycamore	Roche	Precision Xtra	XC4885-6078		
Vital Sign Monitor	Sycamore	Welch-Allyn	52000	200208993	02011944	
Vital Sign Monitor	Sycamore	Welch-Allyn	S3NTO-E1	JA047595		added-6/20/07
Elec. Bed	Sycamore	Hill-Rom-Head of bed	P870	D163AJ9100		T. Hickson
Elec. Bed	Sycamore	Hill-Rom-Foot of bed	P870	D340AJ3480		R. Green
O2 Concentrator	Sycamore	Invacare	IRC 5LX	32773		
O2 Concentrator	Sycamore	Invacare	IRC 5LX	03F070140		
O2 Concentrator	Sycamore	INVACARE	IRC5LX02	98586116		
O2 Concentrator	Sycamore	INVACARE		06GF018057		new - 8/9/06
O2 Concentrator	Sycamore	INVACARE		06GF018058		new - 8/9/06
O2 Concentrator	Sycamore	INVACARE		1605100898		
Vital Sign Monitor	Sycamore	Welch-Allyn	S3NTO-E1	VA006950		
Pulse Oximeter	Sycamore			B89804004642		
Pulse Oximeter	Sycamore	Palco	300	B9804009826		
IVAC Thermometer	Sycamore	Gomco		3138048		
Aspirator	Sycamore	Gomco		20070502015		New-6/11/07
Aspirator	Sycamore	Gomco		20070502012		New-6/11/07
Aspirator	Sycamore	Gomco		MR104498001		New-6/11/07
Aspirator	Sycamore	Lesson		02-011159		
Digital BP Monitor	Sycamore	Omron		15127072		
Glucometer	Sycamore	Precision Xtra		XCA885-8402		
Tym Thermometer	Sycamore	Genuis		20632600		
O2 Concentrator	Sycamore	Invacare		83F078140		
O2 Concentrator	Sycamore	Mellenium		60532076		
O2 Concentrator	Sycamore	Mellenium		60532076		

Item Description	Location	Manufacturer	Model #	Serial #	State ID#	Remarks
O2 Concentrator	Nsg Supply	Respironics	Millenium 10(M10605)	106051004561		New-5/16/07
O2 Concentrator	Nsg Supply	Respironics	Millenium 10(M10605)	1.06051E+11		New-5/16/07
Aspirator	Magnolia	Air Shields	A	NX00570/84928	109-2/02-011120	
Exam Lamp	Magnolia		NMN	NSN	55-2	
Aspirator	Magnolia	Gomco	402	K-5880	122-2	
Aspirator	Magnolia	Schuco Vac	130	099900049799		
Aspirator	Magnolia	Schuco Vac	5711-130	0783357		
O2 Concentrator	Magnolia	Invacare 5	IRC 50102	95E64817		
Glucometer	Magnolia	Abbott	Precision Xtra	XCA3833013		
Pulse Oximeter	Magnolia	Palco	300	B9804001804		
Elec. Bed	Magnolia	Hill-Rom-Foot of bed	P870	D163AJ9098		
Elec. Bed	Magnolia	Hill-Rom-Foot of bed	P870	D164AJ9136		
Elec. Bed	Magnolia	Hill-Rom-Foot of bed	P870	D163AJ9101		A. Sewell
Elec. Bed	Magnolia	Huntleigh	P870	160AN2A		H. Boesch
Elec. Thermometer	Magnolia	IVAC	2080A	3098790	166-2	
Elec. Thermometer	Magnolia	IVAC	2080A	73144XN		
O2 Concentrator	Magnolia		IRC 5LX02	995935926		
O2 Concentrator	Magnolia			99J535926		
O2 Concentrator	Magnolia			111518188		
Aspirator	Magnolia	Leeson		A45170218A		
Aspirator	Magnolia	Gumuco		20070502004		New-6/11/07
Aspirator	Magnolia	Gumuco		20070502001		New-6/11/07
Elec. Bed	Magnolia	Hil-Rom		D330AJ3318		
Elec. Bed	Magnolia	Hill-Rom		D330AJ3317		
Vital Sign Monitor	Magnolia	Welch-Allyn	S3NTO-E1	JA006952		
Vital Sign Monitor	Magnolia	Welch-Allyn	S3NTO-E1	JA006953		4/2/2007
Glucometer	Magnolia	Abbott	Precision Xtra	XCC346-3340		New
Elec. Bed	Magnolia	Huntleigh		000393		
Elec. Bed	Magnolia	Huntleigh		000393		
Elec. Bed	Magnolia	Huntleigh		000594		
Compact Compressor	Magnolia	Pulmo-Aide	3655D	D1341592		
Compact Compressor	Magnolia	Pulmo-Aide	3655D	D3773341		
Compact Compressor	Magnolia	Pulmo-Aide	3655D	D3735308		
Compact Compressor	Magnolia	Pulmo-Aide	3655D	D3495985		
Compact Compressor	Magnolia	Pulmo-Aide	3655D	00F577045		
Compact Compressor	Magnolia			D3978618		

MasterMedical Inventory.xls
April 2009

Item Description	Location	Manufacturer	Model #	Serial #	State ID#	Remarks
Compact Compressor	Magnolia			D2425514		
Compact Compressor	Magnolia			D3953588		
Compact Compressor	Magnolia			205499		
Elec. Bed	Magnolia			D164AJ9136		
Elec. Bed	Magnolia	Linar		0277039-1800X2		
Elec. Bed	Magnolia	Gear		V01487BH76X1		
Elec. Bed	Magnolia			000684		
Pulse Oximeter	Magnolia			B9804001804		
Pulse Oximeter	Magnolia			B9804002936		
Aspirator	Magnolia	Schuco Vac	130	029900044S20		
Aspirator	Palmetto	Air Shields	A4S17D218A	WG00758	140-2/02-011161	
Elec. Thermometer	Palmetto	IVAC	2080A	3010233	118-2	
Pulse Oximeter	Palmetto	Palco	300	B9804009826		
Glucometer	Palmetto	Abbott	Precision Xtra	QF2652-5303	S/N 130-001-05	
Digital BP Monitor	Palmetto	Omron	HEM-711	070591L		
Tym Thermometer	Palmetto	Acc System	3000A	J05271674		
Pulse Oximeter	Palm	Palco		P0X010-300		
Elec. Thermometer	Palm	IVAC		208083169165		
Suction Machine	Palm			1086581		
O2 Concentrator	Palm	National Welders		DOT3AA2015		
Digital BP Monitor	Palm	Omron	HEM-711	2747228L		
Tym Thermometer	Palm	Acc System	3000A	50632688		
Aspirator	Palm	Schuco Vac	5711	1086581		
Aspirator	Workshop	Gomco	300	L-3939	155-3	

Specialty Mattresses and Overlays 4/22/09

MAKE	MODEL	DATE ISSUED	PATIENT'S NAME	LOCATION	SERIAL #	STATUS/REMARKS
Huntleigh Healthcare	DFS 2			Storage Closet	Pump 151055281 Mattress 5333	
Huntleigh Healthcare	DFS 2	4/21/09	James Fuller	Walnut	Pump 151044283 Mattress 4407	
Huntleigh Healthcare	DFS 2	1/9/09	Josephine McMillan	Magnolia	Pump 151064036 Mattress 4401	
Huntleigh Healthcare	DFS 2	9/9/05	Melissa Bickley	Sycamore	Pump 151055264 Mattress DF82004406	Owned
Huntleigh Healthcare	DFS2	3/29/08	Rosa McClain	Magnolia	Pump 151064018 Mattress 4387	
Huntleigh Healthcare	DFS 3	4/25/06	David Lentz	Sycamore	Pump 151064018 Mattress 00005321	
Huntleigh Healthcare	DFS 3			Storage Room	Pump 151058265 Mattress 00004149	
Huntleigh Healthcare	DFS 3	4/7/09	Monique Scott	Mesquite	Pump 151067863 Mattress 4377	
Huntleigh Healthcare	DFS 3	8/23/07	Laura Ashford	Magnolia	Pump 151067885 Mattress 4147	

Electric Hospital Beds

Revised 05/15/09

RESIDENCE	NAME	MAKE	SERIAL #	MODEL/OTHER
Magnolia	Josephine McMillan	Huntleigh Healthcare	745705	Minuet Issued 11-16-05
Magnolia	Dana Peterson	Huntleigh Healthcare		
Magnolia	Bascom Johnson	Hill Rom	D163AJ9102	
Magnolia	Gloria Kershaw	Hill Rom	D163AJ9098	Resident Model P870
Magnolia	Michael Benton	Huntleigh Healthcare		
Magnolia				
Magnolia	Ronnie Fulmer	Hill Rom	D163AJ0909	Resident Model P870
Magnolia				
Magnolia	Heather Boesch	Hill Rom	D164AJ9136	Resident Model P870
Magnolia	Charles Laboo	Huntleigh Healthcare		Minuet Model
Magnolia				
Magnolia				
Mesquite	Pam Johnson	Huntleigh Healthcare		Minuet Issued 9-13-05
Mesquite	Vacant	Huntleigh Healthcare		
Sycamore	Robert Green	Hill Rom	D340AJ3480	Resident Model P870
Sycamore	Thelma Hickson	Hill Rom	D163AJ9100	Resident Model P870
Sycamore	C. Adam Sanders	Huntleigh Healthcare		Minuet (Modified)
Walnut	Vacant-Bariatric Bed	W/C of Kansas		Model BCWXL1000
Walnut	Michael Benton	Huntleigh Healthcare		
Walnut	Rebecca Conners	Hill Rom	D163AJ9095	Resident Model
Walnut	Rosa McLain	Hill Rom		
Walnut	Amanda Sewell	Hill Rom	D163AJ9101	Resident Model P870

Specialty Mattresses and Overlays (Midlands Center Owned) 4/22/09

MAKE	MODEL	DATE ISSUED	PATIENT'S NAME	LOCATION	SERIAL #	STATUS/REMARKS
Gaymar	CL250					
Gaymar	CL250	10/10/05	Deborah McDuffie	Magnolia	079058	
Gaymar	CL250	4/4/05	Bascom Johnson	Magnolia	J79017	
Gaymar	CL150	5/29/08	Moses Lightner	Walnut	C59010	
Gaymar	CL250			Storage Closet	E79049	
Gaymar	CL150			Storage Closet	B59017	
Gaymar	CL250			Storage Closet	C89010	
Gaymar	CL250	6/30/06	Amanda Sewell	Magnolia	L99046	
Gaymar	CL250			Storage Closet	J79009	
Gaymar	CL250	3/5/08	Malcolm Adams	Walnut	A99016	
Gaymar	Sure Care SC-402			Storage Closet	N/A	
Gaymar	CL360	8/21/07	Justin Evans	Willow	E70021	Recd 8/21/07
Gaymar	CL360			Storage Closet	E70020	Recd 8/21/07
Span America	Pressure Guard IV				1033	Narrow width (Store Room)
Pegasus	Airwave		Traci Corder	Magnolia	16344	
Span America	Site Select			Storage Closet	Unk	
Span America	Pressure Guard II	12/17/04	Donnie Valentine	Willow		
Span America	Pressure Guard II	12/17/04	Justin Evans	Willow		
Span America	Pressure Guard Renew	3/28/06	Tremmel Thomas	Willow		
Span America	Pressure Guard IV			PT Closet	Pump #1535 Mattress #1544	

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

	STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING**	**I-312** (Rev. 5/7/04) 3323

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

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

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

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

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

Date of Registration:

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

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

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

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

_____ (Seal) _____

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

If Corporate officer state title:

_____

(Name - Please Print)

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

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

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

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