

	State of South Carolina Invitation for Bid Amendment #4	Solicitation Number: 5400012410
		Date Issued: 11/22/2016
		Procurement Officer: Doug Boykin
		Phone: (803) 737-2403
		E-Mail Address: DBoykin@dew.sc.gov

DESCRIPTION: **Florence Carpeting**

USING GOVERNMENTAL UNIT: **SC Department of Employment and Workforce**

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

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

SUBMIT OFFER BY (Opening Date/Time): **11/29/2016 10:30:00 (EST)** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY **11/16/2016 12:00pm** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: Online submission preferred but not mandatory. If submitting on paper, one copy is required.

CONFERENCE TYPE: Pre Bid Conference DATE & TIME: 11/16/2016 1:00:PM <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Florence Workforce 1558 West Evans Street Florence, SC 29501
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AWARD & AMENDMENTS	Award will be posted on 11/30/2016 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

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

IMPORTANT INFORMATION FOR ALL OFFERORS

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

PLEASE DO NOT WAIT UNTIL THE DEADLINE FOR SUBMISSION. IF YOU ENCOUNTER PROBLEMS, YOU MAY NEED TIME TO RESOLVE THEM. START THE PROCESS IMMEDIATELY!!!

BIDS WILL NOT BE ACCEPTED BY FAX OR EMAIL.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

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

Option one (1) Monday – Friday 8:00 AM – 4:30 PM

[SCEIS Service Desk Vendor Ticket Form](#)

Additional vendor instructions concerning submitting offers can be found at:

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

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation on-line.

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

IMPORTANT NOTICE: PLEASE NOTE THAT IF ADDITIONAL TERMS AND CONDITIONS ARE OBJECTED TO OR QUALIFIED, YOUR OFFER MAY BE DEEMED NON-RESPONSIVE AND NOT CONSIDERED FURTHER.

IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: “THIS IS NOT AN OFFER”, YOU MAY BE DEEMED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.

OFFEROR BID SUBMISSION VALIDATION

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

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

The screenshot shows the SAP Rfx and Auctions interface. The 'Rfx and Auctions' menu item is highlighted with a red arrow. The table below lists various events. The row for event 5400006796 is highlighted with a red box, and its 'Response Number' (5500029632) and 'Response Status' (Submitted) are also highlighted with red boxes. A red arrow points to the 'Refresh' button in the table's toolbar.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version	Q&A	Start Time	End time
5400006905	Computer Replacement for SCGOV	Request for Proposal	Published		11/08/2013		No Bid Created	2		0	00:00:00	14:00:00
5400006905	Computer Room Upgrade Project	Request for Proposal	Published		11/08/2013		No Bid Created	2		0	00:00:00	15:00:00
5400006893	RAY44228 11/04/2013 09:48:49	Invitation For Bid	Published		11/08/2013		No Bid Created	1		0	00:00:00	11:30:00
5400006893	Whiteboard Stand	Invitation For Bid	Published		11/15/2013		No Bid Created			0	00:00:00	10:00:00
5400006796	Computer Room Upgrade Project	Invitation For Bid	Published		11/05/2013	5500029632	Submitted			0	00:00:00	17:00:00
5400006771	Homemaker Services	Request for Proposal	Published		01/25/2014		No Bid Created	3		0	00:00:00	14:00:00
5400006887	Web Site Design Project	Request for Proposal	Published		11/06/2013		No Bid Created	7		0	00:00:00	17:00:00
5400006338	DSS FPB Technical Assistance & Support	Fixed Price Bid	Published		06/30/2018		No Bid Created	5		0	00:00:00	11:30:00
5400006269	FPB TO PROVIDE MULTI-AGENCY COMMUNITY BA	Fixed Price Bid	Published		05/31/2014		No Bid Created	3		0	00:00:00	11:30:00
5400006008	Ximus Network Products & Services	Fixed Price Bid	Published		08/19/2018		No Bid Created	3		0	00:00:00	14:30:00

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

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

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

The screenshot shows the 'Display Rfx Response' dialog box. The 'Print Preview' button is highlighted with a red arrow. The dialog displays the following information:

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

Florence Carpeting

Solicitation #: 5400012410

AMENDMENT NO. 4

AMENDMENTS TO SOLICITATION (JAN 2004) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

In addition to other provisions required by the State of South Carolina, any contract resulting from this solicitation is subject to 2 C.F.R §§ 200.317 – 200.326. The following contract provisions apply (Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

1. Compliance with Federal Law, Regulations, and Executive Orders
2. Equal opportunity § 60-1.4 (b)
3. Procurement of Recovered Materials (§ 200.322)
4. Suspension and Debarment
5. Restrictions on Lobbying
6. Access to Records
7. No Obligation by Federal Government
8. DHS Seal, Logo, and Flags
9. Program Fraud and False or Fraudulent Statements or Related Acts

The above referenced provisions are attached to this document as Appendix I. Additional information is available at <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200-appII.pdf>

APPENDIX 1

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

§ 60-1.4 (b) Equal opportunity

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings

<https://www.gpo.gov/fdsys/pkg/CFR-2011-title41-vol1/pdf/CFR-2011-title41-vol1-sec60-1-4.pdf>

Procurement of Recovered Materials.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/>

The list of EPA-designate items is available at

<https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products>

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Restrictions on Lobbying

In accordance with 31 U.S.C. 1352, funds received under this contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors and shall be included in all subcontracts.

Access to Records.

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.