

	<p align="center">State of South Carolina</p> <p align="center">Amendment 1</p>	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	5400020801 03/02/2021 Richard Edmondson 843-792-2343 edmondsr@musc.edu 1 South Park Circle Building #1, Suite JB501 Charleston, SC 29407
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DESCRIPTION: **Liquid Chromatography Mass Spectrophotometer (LC-MS)**

USING GOVERNMENTAL UNIT: **Medical University of South Carolina**

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

SUBMIT OFFER BY (Opening Date/Time): ~~03/04/2021~~ **03/22/2021 at 2:00 p.m.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~02/18/2021 at 2:00 p.m.~~ **Q&A Has Been Suspended.** (by e-mail: edmondsr@musc.edu) (See "Questions From Offerors" provision)

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

<p>CONFERENCE TYPE: Not Applicable DATE & TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: Not Applicable</p>
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<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 03/08/2021 03/26/2021. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR</p> <p>(full legal name of business submitting the offer)</p>	<p>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.</p>
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<p>AUTHORIZED SIGNATURE</p> <p>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
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<p>TITLE</p> <p>(business title of person signing above)</p>	<p>STATE VENDOR NO.</p> <p>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
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<p>PRINTED NAME</p> <p>(printed name of person signing above)</p>	<p>STATE OF INCORPORATION</p> <p>(If you are a corporation, identify the state of incorporation.)</p>
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<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p> <p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>
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AMENDMENTS TO SOLICITATION (JAN 2004)

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

- THE SOLICITATION IS AMENDED AS PROVIDED HEREIN.
- ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS:
- UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION.
- ~~STRICKEN~~ TEXT IS DELETED.

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: ~~03/19/2021~~ 04/06/2021 End date: ~~03/18/2026~~ 04/06/2026. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS:

UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION.

~~STRICKEN TEXT IS DELETED.~~ [02-2A097-1]

Question and Answers

- Q-1 We are in the process of preparing our bid response to Solicitation Number: 5400020801. We have a question on how the quote should be structured for the service contract:
Do you want the quote to be inclusive of a full 5 years of service to fulfill the contract through 2026?

Or, should we keep the quote as we had previously submitted in our correspondence with MUSC prior to the bid opening. Our previous quote had 3 years included in our total price, with years 4 and 5 as options (not included in quote total).

A-1 See section I **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)** and VIIB, Term of Contract. It is recommend that the offer be submitted and structured as outline in the solicitation Section III, scope of work/specification and Section VIII, Bidding Schedule.

Q-2 What is the term of the lease desired 3 or 5 years?

A-2 See A-1 herein

Q-3 Do you want a rental over the period with return of the instrument at the end of the term or is this a lease with option to buy-out?

A-3 MUSC may consider a fair market buyout once the lease has ended. This decision is solely at the discretion of the Medical University.

Q-4 Under page 29 of the solicitation document *Pricing Data—Audit*, we respectfully request the agency only require pricing data under this Section as the equipment and services offered under this solicitation are commercial products and services sold in substantial quantities to other than government customers and based on commercial market premises, where such market information is publicly available to ascertain price reasonableness?

In addition, pursuant to 'LEASE FORM – QUESTIONS (JAN 2006)' within the solicitation, we are providing the attached requested modifications to the Standard Equipment Agreement ("SEA") document. We respectfully request the attached redline of modifications be considered in whole and in part. It may be that the Lessor, as referenced in the SEA is also the "Offeror" as referenced in the solicitation documents, therefore our request for changes to the SEA, and the SEA's place in the order of precedence of the Entire Agreement, reflect that scenario.

A-4 The State of South Carolina Legal Counsel has drafted the Lease agreement terms and conditions. MUSC has limited authority to make change to this document. MUSC will extend the term from three (3) years to coincide with the five (5) year agreement. .

Q-5 Does the Clinical Neurobiology Laboratory (CNL) in the Department of Psychiatry at the Medical University of South Carolina seeks to acquire a Liquid Chromatography-Mass Spectrophotometer (LC-MS) Instrument, or a Tandem Liquid Chromatography Mass Spectrometer, otherwise known as an LCMS/MS instrument?

A-5 Based on the references provided in the solicitation as well as many others in the scientific literature, we require a triple quadrupole instrument to measure the analytes of interest.

Q-6 If MUSC does require a Tandem LCMS/MS instrument, should that instrument be a Triple Quadrupole Instrument, as described in the references provided in the bid document?

A-6 Based on the references provided in the solicitation as well as many others in the scientific literature, we require a triple quadrupole instrument to measure the analytes of interest.

Q-7 Should the instrument be Manufactured in America?

- A-7 This State of South Carolina does not have buy America act.
- Q-8 Should the package come with Technical Support for the life of the instrument?
- A-8 See Section III, Technical Support Included.
- Q-9 Should the package come with an Uninterrupted Power Supply (UPS), which allows for cleaner power to be delivered to the instrument, avoiding downtime due to power fluctuations?
- A-9 A UPS appropriate for the demands of the equipment being solicited is required.
- Q-10 In relation to 1.2, is it more advantageous to have 1 HPLC System that will meet all your specifications to not only save capital up front, but will also reduce continuous expenses such as service contracts and consumables?
- A-10 Our goal is to measure multiple analytes within a given work week and anticipate rapid switching between different separation chemistries. As suggested in the original solicitation, this could be accomplished in different ways.
- Q-11 In relation to 1.2, is it more advantageous to have a dual binary LC pumping system that is capable of both isocratic and gradient separations?
- A-11 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.
- Q-12 In relation to 1.2, is it more advantageous to have an HPLC system that has a backpressure rating in the range of 130MPa, as this allows for the use of any commercially available column on the market? This backpressure rating also allows for full method flexibility, allows for faster methods which use less solvent. Less solvent means less upfront per sample cost as well as less cost for hazardous waste removal since the volume of used solvent will be less.
- A-12 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.
- Q-13 In relation to 1.2, should the column compartment be heated? With the ability to go up to at least 85°C? This heated column oven/column compartment provides the retention time stability required for the types of complex analyses that are specified in the bid.
- A-13 A column oven is required.
- Q-14 In relation to 1.2, should the autosampler be able to inject from 0.1uL up to 50 uL in 0.1uL steps to allow for maximum flexibility with method development as well as the ability to handle a wide range of sample concentrations managed only by injection volume.
- A-14 An autosampler with a cooling tray is required
- Q-15 In relation to 1.2, should the autosampler have the sample carryover be equal to or less than 0.0015% without needle rinsing and 0.0003% with needle rinsing? This feature allows the samples to be run in succession without the concern for carryover. It also allows a reduced usage of solvents for rinsing, as well as an increase in throughput due to a reduced number of blank runs and reduced rinsing time.

- A-15 An autosampler with a cooling tray is required.
- Q-16 In relation to 1.2, should the autosampler be cooled to accommodate samples that will degrade at room temperature, such as biological samples?
- A-16 An autosampler with a cooling tray is required.
- Q-17 In relation to 1.2, should the LCMS/MS have a heated source to aid in ionization and increase the sensitivity of the analysis.
- A-17 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.
- Q-18 In relation to 1.2, should the LCMS/MS have a minimum dwell time/collision cell ejection time of 0.8msec and a minimum pause time of 1msec to allow for the most flexible methods with highest data integrity?
- A-18 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.
- Q-19 In relation to 1.2, should the dynamic range be 7 linear orders of magnitude to allow for the accurate quantitation of a wide range of samples?
- A-19 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.
- Q-20 In relation to 1.2, should the LCMS/MS be able to perform polarity switching at a rate of 5-15msec? This allows the combination of both positive and negative analysis in one run, with one injection. The faster switching allows for maximum method flexibility and the ability to save solvents and waste.
- A-20 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.
- Q-21 In relation to 1.2, should the LCMS/MS have the ability to perform autotuning in both positive and negative ion mode automatically in order to optimize performance in both positive and negative ionization modes?
- A-21 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.
- Q-22 In relation to 1.2, should the LCMS/MS have a single multiport turbo pump with drives the entire LCMS/MS instrument? Should the LCMS/MS also have a single rotary pump which will drive the entire LCMS/MS instrument? In both cases, both the turbo pump and the rough pump are considered consumables and the replacement would be constant and potentially expensive. The higher quantity of rough pumps and turbo pumps, the more opportunity for the instrument to be down and the need to replace them.
- A-22 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.

Q-23 In relation to 1.2, should the LCMS/MS be able to automatically restart the vacuum system when power resumes after a power failure?

A-23 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.

Q-24 In relation to 1.2, should the LCMS/MS software be able to simultaneously process quantification data and acquire samples using the same software interface?

A-24 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.

Q-25 In relation to 1.2, should the processing software include a page layout function for the generation of customized reports?

A-25 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.

Q-26 In relation to 1.2, should the package include software for multiple analyte quantitation? Furthermore, would it be beneficial for this multiple analyte quantitation software to perform review by exception to speed the data analysis of large sample batches?

A-26 The vendor should provide its price in Section VIII Bidding Schedule, for equipment that will meet our requirements in Section III of the solicitation.

Q-27 In relation to 1.3, are you looking for the instrument to have service coverage for the duration of the lease? For examples, according to the bid document, the lease will be for 5 years, or 60 months. Should the instrument have coverage for 5 years from the date of installation?

A-27 Yes

Q-28 In relation to 1.3, are you looking for a instrument to be covered under warranty as well as an annual preventative maintenance visit?

A-28 Yes, equipment warranty must take place before preventative maintenance.

Q-29 In relation to 1.3, should the nitrogen generator also have 5 years of service coverage included in the lease?

A-29 Yes.

Q-30 In relation to 1.3, Can you please confirm that when the bid states, *“The service plan must include regular preventative maintenance for all aspects of the LC-MS instrumentation as well as rapid response by the vendor to repair problems two business days”* that the requirement is that the vendor arrives on site within 2 business days of notification of a problem?

A-30 Service plan fees must be included in the monthly lease payment. The service plan must include regular preventative maintenance for all aspects of the LC-MS instrumentation as well as rapid response by the vendor to repair problems within two business days, to minimizing down time and keeping the instrumentation operational is required. Software updates must be included as

well in the monthly payment. **MUSC business days an hours are as following Monday through Friday 7:00 a.m. to 5:00 p.m.**

Q-31 Regarding the delivery date, the bid states that the date is 30 days ARO. The date of award is estimated to be 03/08/21. On page 18, the bid states that the instrument must be delivered by 04/02/21, which would be approximately 20 days ARO. Can you please clarify-is it acceptable to deliver 30 business days ARO, which would be on/about 04/16/21?

A-31 Unless otherwise specified herein, all items shall be delivered no later than ~~March 22, 2021 to April 2, 2021~~ **30 days** after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order.

Q-32 Would it be acceptable to deliver the instrument package 45 days ARO?

A-32 See A-31 herein

Q-33 For the leasing terms of this bid, are the terms for a Fair Market or a Dollar Buyout?

A-33 See A-3 herein

Q-34 Under section 6-can you please expand on what is meant by, “*The low bid will be determined by sum totaling the extended prices?*” For instance, would the monthly lease amount be multiplied by 60 months?

A-34 The sum totaling of Section VIII five (5) line item extended prices entered into SCEIS will determine the low bidder for the contract term.

Q-35 Generally, in a tax-exempt lease, title must vest with the Lessor and the RFP and Lease are silent on the point. “Is this/or is this not” intended to be a tax-exempt obligation and since not so stated, will the State make such a statement in the lease or other documentation?

a. Will an attorney for MUSC provide an “opinion of counsel” the lease is both tax exempt and a legal, valid and binding obligation of MUSC?

A-35 This equipment lease and included maintenance contract would be tax-exempt because it is a specialized piece of equipment/machinery that will be used for research; which falls under the research equipment exclusion of the South Carolina sales and use tax law.

12-36-2120(56) Machines used in research and development (https://dor.sc.gov/resources-site/lawandpolicy/Documents/SC_Sales_and_Use_Tax_Manual_2017.pdf).

Q-36 Please confirm you are requesting a 5-year term and your preferred payment modality, i.e. monthly, quarterly, etc.

A-36 See A-1 herein

Q-37 Will it be acceptable to the State that there be a contract for goods and services with Vendor X and a separate 3rd party lease agreement such as you’ve provided and with any and all warranty or equipment performance responsibilities solely for the agreement with Vendor X and not a part of the lease? Or, if the State prefers the supplier, Vendor X, be the “named lessor” and the lease agreement be assigned to a 3rd party lender/lessor, will the State acknowledge that with any and

all warranty or equipment performance responsibilities solely for the agreement with Vendor X and not a part of the lease?

A-37 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.

Q-38 Would Medical University of South Carolina consider using an alternative financing contract in order to obtain the lower interest rate available through tax-exempt financing?

A-38 See A-37 herein.

Q-39 MUSC is an eligible customer for public finance due to being a public, state university. However, the lease contract provided on pages 41-42 of the PDF (which is clearly stipulated as required without modification) is far too incomplete to support pricing a financing obligation as tax-exempt under the Internal Revenue Code. For example, it requires that title to the equipment be in the name of the Lessor, which is incompatible with tax-exempt financing requirements. In addition to termination for non-appropriation, which can be accommodated under public/tax-exempt financing, the contract also contains termination for convenience provisions, which would not be acceptable. The year-to-year nature of the desired arrangement is also problematic.

A-39 See A-35 herein for tax exempt.

Q-40 In order to qualify under the Internal Revenue Code, the eligible governmental entity must purchase the equipment and assume ownership of the equipment being financed, including assuming all the rights and responsibilities of ownership. The agreement must also specify an interest rate and contain a breakdown of the principal and interest components of the payments. The University must also agree to take all actions necessary to maintain compliance with tax exempt requirements. The contract form that ██████ Financial Solutions through our preferred finance partner would provide does contain all such required language to meet IRS guidelines.

A-40 See A-35 herein for tax exempt.

Q-41 Most importantly, an IRS Form 8038-G must be filed with the Internal Revenue Service. These are the requirements of the IRS Code for such financing.

A-41

Q-42 1.2 To accomplish these analyses, we would consider two separate liquid chromatography systems to feed samples to the single MS instrument. This would accommodate different mobile phases and/or columns but also permit relatively rapid change from one assay to another. Alternatively, a column manager and/or pump system that is capable of managing a quick change to a different mobile phase(s) and/or column depending on the assay needed that day may also be acceptable. The instrumentation should include basic control modules, LC pumps, column ovens, autosamplers, a nitrogen generator, mass spectrophotometer, software, computer or other add ons as needed to accomplish the assays noted above.

A-42

- Q-43 Our question is the following: Is the system required to support three different sets of binary mobile phases (one set for each of the 3 different methods described) simultaneously at all times? Or is it possible that two, or more, of the methods will use binary mobile phases of the same composition?
- A-43 Only one set of binary mobile phases will be in use at a time to deliver samples to the MS instrument. At this point, we do not know the final composition of the various mobile phases or the exact columns needed for the separation chemistries we will need to conduct.
- Q-44 Section III Scope of Work/Specification, Page Number 17 Vendor Question: Items 2 and 3 under “1.1 The LC-MS instrument should be capable of performing:” reference 2 publications that utilize specific mass spectrometry systems. Will you consider an equivalent mass spectrometry system that meets the requirements of these assays?
- A-44 The references were only provided as examples for the type and capabilities of the assays that we want to perform and not specifically for the equipment or reagents supporting the work reported in those references.
- Q-45 Section III Scope of Work/Specification, Page Number 17 Vendor Question: Is an uninterrupted power supply needed for the instrumentation?
- A-45 See A-9 herein.
- Q-46 Section III Scope of Work/Specification, Page Number 18 “1.3 Service plan fees must be included in the monthly lease payment. The service plan must include regular preventative maintenance for all aspects of the LC-MS instrumentation...”
Vendor Question: Could you define “regular preventative maintenance”? Is this a yearly preventative maintenance visit? It would be helpful to know how many total preventative maintenance visits would be needed over the lease period.
- A-46 Preventive maintenance is defined by the equipment manufactory regular and routine maintenance in its owner’s manual.
- Q-47 Section III Scope of Work/Specification, Page Number 18 “Unless otherwise specified herein, all items shall be delivered no later than March 22, 2021 to April 2, 2021 after contractor's receipt of the purchase order.”
Vendor Question: When is an award expected to be made?
- A-47 See solicitation page 1, Award & Amendments for the award posting date.
- Q-48 Section VIII Bidding Schedule / Price-Business Proposal, Pages 32-40 Vendor Question: The estimated contract period in Section I is 3/19/2021 – 3/18/2026 but the Term of Lease on the Standard Equipment Agreement cannot exceed a total of 3 years for the initial term and renewal term. Could you please clarify the total term length of the lease agreement?
- A-48 See A-4 herein.
- Q-49 Section IX Attachments to Solicitations, Form 80-SC-EL-1, Pages 38-40 Vendor Question: No end of term disposition for the equipment is specified in the agreement. At the end of the lease

term what is the intent for the instrumentation? Will the system be returned or does the state want an option to own the system at the end of the term?

A-49 See A-3 herein.

Q-50 Section IX Attachments to Solicitations, Form 80-SC-EL-1, Page 40 “13. *TERMINATION (a) This Agreement may be terminated by Lessee's giving thirty (30) days prior written notice of such termination to Lessor.*”

Vendor Question: Can we change the cancellation terms to a more standard annual cancellation option with thirty (30) days prior written notice? Additionally, what does the State consider to be “reasonable termination costs”?

A-50 The State of South Carolina Legal Counsel has drafted the Lease agreement terms and conditions for Form 80-SC-EL-1. MUSC has limited authority to make change to this document. To get counsel to review the request change, and to approve them, will take time beyond the delivery time schedule of the solicitation. Therefore, MUSC will leave the termination clause in Form 80-SC-EL 1 unedited.