REQUEST FOR PROPOSAL

DISPOSITION OF 2221 DEVINE STREET AND ACQUISITION
OF
REPLACEMENT HEADQUARTERS SPACE
FOR THE
SOUTH CAROLINA DEPARTMENT OF PROBATION, PAROLE AND PARDON SERVICES

SEALED PROPOSALS DUE NO LATER THAN January 10, 2017 EST

RESPOND TO:
Jason Evans, Procurement Director
SC Department of Administration
1200 Senate Street, Room 409
Columbia, SC 29201
Jason.Evans@admin.sc.gov

CBRE

	State of South Carolina Request for Proposal	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	5400012195 10/24/2016 W. Jason Evans 803.737.2805 jason.evans@admin.sc.gov Department of Administration 1200 Senate Street, Suite 409 Columbia SC 29201-3200

DESCRIPTION: **2221 Devine Street & Department of PPP Relocation**

USING GOVERNMENTAL UNIT: **Department of Administration**

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

SUBMIT OFFER BY (Opening Date/Time): **1/10/2017 5:00 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **11/14/2016 5:00 PM** **Send Questions to: jason.evans@admin.sc.gov**

NUMBER OF COPIES TO BE SUBMITTED: **REFER TO PAGE THREE (3)**

CONFERENCE TYPE: **Pre-Proposal Conference and Site Visit** DATE & TIME: **November 9, 2016, 10 AM EST** (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **2221 Devine Street** **Columbia, SC 29205**

AWARD & AMENDMENTS	Award will be posted on **02/06/2017**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

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.)

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

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) _____ Area Code - Number - Extension Facsimile _____ E-mail Address
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) ____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] – **Preferences do not apply.**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). - **Preferences do not apply.**

____In-State Office Address same as Home Office Address ____In-State Office Address same as Notice Address **(check only one)**

End of PAGE TWO

PAGE THREE
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.

ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:
SCEIS Help Desk (803) 896-0001 Select Option 1 then Option 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 online.

1. The original 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 online system. These documents can be attached under the **"Notes and Attachments"** tab in the online system either on the main response page or under the necessary line item.

In addition to the offer you submit on-line, the Offeror **must** submit the following:

1. In accordance with clause titled "Submitting Redacted Offers (Feb 2007) located in Section IV of this RFP, **One (1)** redacted copy of both technical and business proposal on a USB drive.

2. **Five (5)** individual hard copies of your Technical Proposal identical to that submitted on line;

3. **One (1)** individual copy of your Price Proposal on a USB drive identical to that submitted on line.

4. **One (1)** individual paper copy of your original complete Proposal.

All copies requested must be delivered no later than the date and time specified on the cover page of the solicitation to the following address:

Department of Administration
Attention: Jason Evans, CPPB, MBA
Procurement Director
Solicitation Number: 5400012195
1200 Senate Street, Suite 409
Columbia, SC 29201

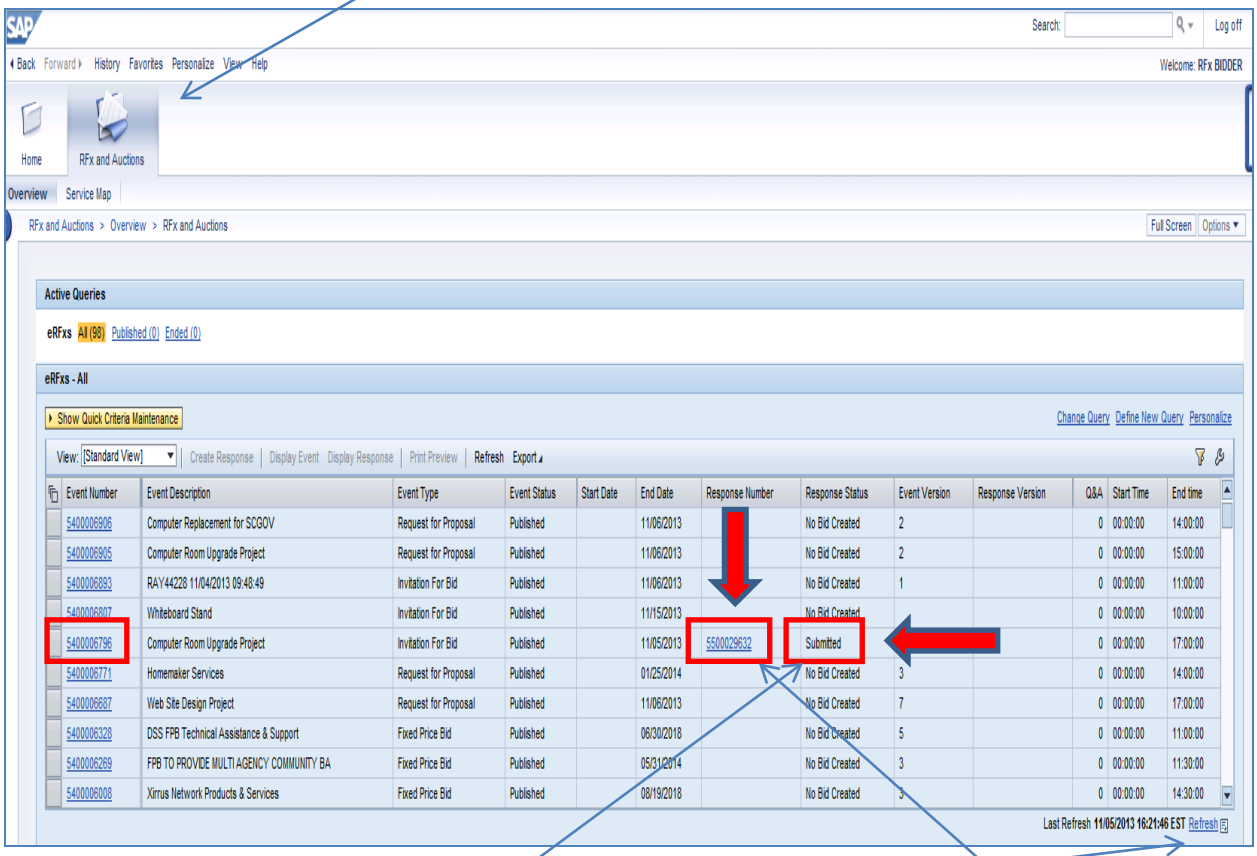
QUALIFYING YOUR PROPOSAL:

ANY OFFEROR WHO TAKES EXCEPTIONS TO TERMS AND CONDITIONS OR OTHERWISE QUALIFIES THEIR OFFER MAY BE DEEMED NON-RESPONSIVE. OFFERORS MAY NOT BE GIVEN AN OPPORTUNITY TO CORRECT ANY MATERIAL NONCONFORMITY. 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.

PAGE FOUR
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



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 '55xxxxxxxx' 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.

Table of Contents

SECTION_I 7
ACQUIRE SERVICES (JAN 2006) 7

SECTION_IIA 8
DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015) 8
AMENDMENTS TO SOLICITATION (JAN 2004) 8
AUTHORIZED AGENT (FEB 2015) 8
AWARD NOTIFICATION (FEB 2015) 9
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004) 9
BID ACCEPTANCE PERIOD (JAN 2004) 9
BID IN ENGLISH and DOLLARS (JAN 2004) 9
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008) 9
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004) 10
CODE OF LAWS AVAILABLE (JAN 2006) 10
DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015) 10
DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) 11
DRUG FREE WORK PLACE CERTIFICATION (JAN 2004) 11
DUTY TO INQUIRE (FEB 2015) 11
ETHICS CERTIFICATE (MAY 2008) 11
IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015) 11
OMIT TAXES FROM PRICE (JAN 2004) 11
OPEN TRADE REPRESENTATION (JUN 2015) 11
PROTESTS (JUN 2006) 12
PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015) 12
PUBLIC OPENING (JAN 2004) 12
QUESTIONS FROM OFFERORS (FEB 2015) 12
REJECTION/CANCELLATION (JAN 2004) 12
RESPONSIVENESS/IMPROPER OFFERS (JUN 2015) 12
SIGNING YOUR OFFER (JAN 2004) 13
STATE OFFICE CLOSINGS (JAN 2004) 13
SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015) 13
SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015) 14
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008) 14
VENDOR REGISTRATION MANDATORY (JAN 2006) 15
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004) 15

SECTION_IIB 16
BID BOND (JAN 2006) 16
CONFERENCE – PRE-BID/PROPOSAL (JAN 2006) 16
CONTENTS OF OFFER (RFP) (FEB 2015) 16
CLARIFICATION (NOV 2007) 16
ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015) 16
ON-LINE BIDDING INSTRUCTIONS (MAR 2015) 16
OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015) 17
PROTEST - CPO - MMO ADDRESS (JUN 2006) 17
SITE VISIT (JAN 2006) 17

SECTION_III 18

SECTION_IV 23
INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015) 23
CONTENT AND FORMAT OF PROPOSAL 23
SUBMITTING REDACTED OFFERS (MAR 2015) 23
MINORITY PARTICIPATION (JAN 2006) 25

SECTION_V 26
QUALIFICATION OF OFFEROR (MAR 2015) 26
QUALIFICATIONS - REQUIRED INFORMATION 26
SUBCONTRACTOR -- IDENTIFICATION (FEB 2015) 26

SECTION_VI 27
AWARD CRITERIA -- PROPOSALS (JAN 2006) 27

AWARD TO MULTIPLE OFFERORS (JAN 2006) 27
DISCUSSIONS AND NEGOTIATIONS - REQUIRED (FEB 2015) 27
EVALUATION FACTORS -- PROPOSALS (JAN 2006) 27

SECTION_VIIA 29
ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015) 29
BANKRUPTCY - GENERAL (FEB 2015) 29
CHOICE-OF-LAW (JAN 2006) 29
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015) 29
DISPUTES (JAN 2006) 29
EQUAL OPPORTUNITY (JAN 2006) 30
FALSE CLAIMS (JAN 2006) 30
FIXED PRICING REQUIRED (JAN 2006) 30
NO INDEMNITY OR DEFENSE (FEB 2015) 30
NOTICE (JAN 2006) 30
OPEN TRADE (JUN 2015) 30
PAYMENT and INTEREST (FEB 2015) 30
PUBLICITY (JAN 2006) 31
PURCHASE ORDERS (JAN 2006) 31
IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015) 31
SURVIVAL OF OBLIGATIONS (JAN 2006) 31
TAXES (JAN 2006) 31
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006) 31
THIRD PARTY BENEFICIARY (JAN 2006) 31
WAIVER (JAN 2006) 31

SECTION_VIIB 32
BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)..... 32
CHANGES (JAN 2006) 32
COMPLIANCE WITH LAWS (JAN 2006) 32
CONFERENCE – PRE-PERFORMANCE (JAN 2006) 32
CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015) 33
CONTRACTOR PERSONNEL (JAN 2006) 33
CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006) 33
CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006) 34
DEFAULT (JAN 2006) 34
ILLEGAL IMMIGRATION (NOV 2008) 35
INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011) 35
INDEMNIFICATION – THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015) 35
INDEMNIFICATION – INTELLECTUAL PROPERTY (JAN 2006) 36
LICENSES AND PERMITS (JAN 2006) 36
MATERIAL AND WORKMANSHIP (JAN 2006) 36
OWNERSHIP OF DATA & MATERIALS (JAN 2006) 36
PERFORMANCE BOND REQUIRED (JAN 2006) 36
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006) 37
RELATIONSHIP OF THE PARTIES (JAN 2006) 37
TERMINATION FOR CONVENIENCE (JAN 2006) 37
WARRANTY – STANDARD (JAN 2006) 37

SECTION_VIII 38
PROPOSAL SCHEDULE (NOV 2007) 38
BUSINESS PROPOSAL (JAN 2006) 38

SECTION_IX 40
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING 41
EXHIBITS 42

I. SCOPE OF SOLICITATION

The South Carolina Department of Administration ("Admin") is seeking proposals to provide replacement administrative office facilities for the Department of Probation, Parole and Pardon Services ("PPP") and/or to purchase the location they currently occupy located at 2221 Devine Street, Columbia, SC.

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.
BOARD means the State Fiscal Accountability Authority (formerly the Budget & Control Board) or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
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. [11-35-310(4)]
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 clause of the contract titled "Changes," if included herein authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
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 terms Bidder and Proposer are used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
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 either the Cover Page, an amendment, or an award notice.
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 you contract with to perform or provide any part of the work.
US or **WE** means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-2]

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]

AUTHORIZED AGENT (FEB 2015)

All authority regarding 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 or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)
Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)
By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity. This does not preclude subcontract partners. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)
In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)
Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)
GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

The South Carolina Code of Regulations is available at:
http://www.scstatehouse.gov/coderegs/statmast.php [02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent

that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

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

IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015)

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

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". [Section 11-35-4210] [02-2A085-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)
Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)
Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)
(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated in the solicitation. 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. [See R. 19-445.2042(B)] 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. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (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. [See R. 19-445.2140] [02-2A095-2]

- Offerors are strongly encouraged to submit their questions regarding the solicitation document prior to the pre-bid meeting. The State will provide responses to the initial questions received at the pre-bid meeting. The State will also post one or more amendments addressing all questions received by the due date specified on the Cover page of the solicitation.

REJECTION/CANCELLATION (JAN 2004)
The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)
(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.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/planandprepare/disasters/severe-winter-weather [02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) 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). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS - B. SPECIAL INSTRUCTIONS

BID BOND (JAN 2006)

If you are proposing a build to suit, your offer must include assurance that either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check will be provided if your offer is selected for award. The amount of surety shall be five per cent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check will be submitted in lieu of a bid bond, it must be made payable to the Using Governmental Unit. [02-2B010-1]

CONFERENCE – PRE-BID/PROPOSAL (JAN 2006):

Pre-Bid/Proposal Conference Date and Time: November 9, 2016 10:00 AM

Location of Pre-Bid/Proposal Conference: 2221 Devine Street, Columbia SC

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

CONTENTS OF OFFER (RFP) (FEB 2015)

(a) Offers should be complete and carefully worded and should convey all of the information requested.
(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.
[02-2B040-2]

CLARIFICATION (NOV 2007)

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

ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR

REGISTRATION MANDATORY."
(b) Steps for On-Line Bidding
1 The link provided on the solicitations Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."
3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.
Only offers with a status of "submitted" have been received by the State.
Offers with a status of "saved" have not been received.
4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.
[02-2B105-2]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)
In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - OSE ADDRESS (JUN 2006)
Any protest must be addressed to the Chief Procurement Officer, Office of State Engineer, and submitted in writing
(a) by email to protest-ose@mmo.state.sc.us,
(b) by facsimile at 803-737-0639, or
(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

SITE VISIT (JAN 2006)
A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.
Date & Start Time: November 9, 2016 – 10:00 AM EST
Contact Person's Name: Contact's Email: Ashlie Lancaster – Ashlie.Lancaster@admin.sc.gov
Location: 2221 Devine Street, Columbia SC
[02-2B165-1]

Appointments for site visits to perform due diligence may be made by contacting Ashlie Lancaster, or designee at Ashlie.Lancaster@admin.sc.gov. [02-2B140-1]

III. SCOPE OF WORK/SPECIFICATIONS

The South Carolina Department of Administration ("Admin") is seeking proposals to provide replacement administrative office facilities for the Department of Probation, Parole and Pardon Services ("PPP") and/or to purchase the location they currently occupy located at 2221 Devine Street, Columbia, SC.

This RFP contains the following information:

1.00	Project Background
1.05	Department Values
2.00	Project Description
3.00	Project Options
4.00	Proposed RFP Schedule
5.00	Admin's Real Estate Advisor/Broker
6.00	RFP Exhibits
7.00	Contact Person
Exhibits	A through J

1.00 PROJECT BACKGROUND – VISION STATEMENT

The State of South Carolina, Department of Administration ("Admin") in consultation with their real estate advisor, CBRE, Inc., is issuing this solicitation to invite interested proposers ("Proposers") to submit proposals for:

1) The Purchase and Sale of the existing state-owned building located at 2221 Devine Street, Columbia, SC, 29205 ("2221 Devine"), AND/OR

2) Relocation of the Department of Probation, Parole and Pardon Services ("PPP") to an alternative site that meets PPP's space requirements as described in more detail later in this document.

The goal of this solicitation is to obtain replacement space for PPP's administrative offices within the Columbia, SC metro area that will functionally, securely and conveniently serve PPP employees and South Carolina citizens who require PPP services.

The successful Proposer will be expected to enter into agreements that are more specifically described below.

This solicitation contains information regarding the existing 2221 Devine facility and the specifications for replacement space. Proposals must comply with all applicable submission requirements to be eligible for consideration. All information and materials submitted will be thoroughly analyzed by the State and its contractor, CBRE, Inc. and independently verified.

CBRE, Inc. and Admin will conduct a Pre-Proposal Conference and Site Visit (respectively "Pre-Proposal Conference" and "Site Visit") on November 9, 2016, at 10:00 AM, at 2221 Devine Street, Columbia, SC, 29205 to answer questions and/or clarify the statements and requirements contained in this solicitation. Attendance at the Pre-Proposal Conference and Site Visit is optional, but highly recommended.

Proposals must be received no later than 2:00 PM January 10, 2017 and must be delivered to Jason Evans, Procurement Director, SC Department of Administration, 1200 Senate Street, Room 428, Columbia SC 29201. Bidders must submit one (1) original and five (5) hard copies of the proposal and one electronic version on a thumb drive. The State will not consider late, incorrectly delivered, non-responsive, or incomplete proposals.

PPP recently completed a space programming, market review, and preliminary cost analysis to address its administrative office needs. After being declared surplus by the State Fiscal Accountability Authority ("SFAA"), the State now seeks to sell the facility housing PPP's existing headquarters and then lease, market purchase, build to suit, or lease with a purchase option replacement space that meets its long-term needs. Admin is seeking proposals for administrative office locations from qualified owners, landlords, developers and other interested parties capable of meeting the needs as defined below. If

the State purchases a new facility, Admin will be the purchaser. If the State enters into a lease, the lease will be between the Landlord and PPP.

The replacement headquarters space must:

- ✓ Be a long-term, yet flexible home for the department. Spaces should be designed such that changes can be made to reflect changing staffing levels, programs, and technology innovations in coming decades;

- ✓ Project a positive image of the department to the surrounding community, reflecting PPP's values and mission. The space should be a welcoming, accessible, and approachable community asset. In addition, it should clearly reflect a professional image that communicates that this is where the administrative work of the department is performed;

- ✓ Facilitate productivity and collaboration. Spaces should be appropriately sized, structured, and equipped for the job functions performed by PPP staff and provide ample opportunity for staff to interact and collaborate with each other and the public on the work of the department;

- ✓ Be attentive to the wellness of employees and visitors including security, ample natural light, pleasing and efficient artificial lighting, acoustics that both mask adjacent disruptions while providing a comfortable ambient sound level, and environmental systems that provide consistent and comfortable temperature control and adequate fresh air;

- ✓ Ensure operational and financial efficiencies by consolidating redundant support spaces, providing adequate hearing, meeting and conference space, and aggressively pursuing energy efficiencies; and

- ✓ Facilitate a secure yet accessible environment for board members, staff and visitors.

1.05 DEPARTMENT VALUES

Three values in particular must be addressed in this process: economic viability; convenience and security for victim and offender families and advocates; and environmental sustainability.

A. Economic Viability: PPP continues to face annual financial challenges and expects the replacement department headquarters to be part of a long-term space solution. The department is looking for ways to "right-size" its administrative overhead. Currently, the department has poorly designed space that is expensive to maintain and operate. The successful Proposer must demonstrate that the proposal for replacement headquarters space will result in reduced operating and long-term capital costs.

B. Staff and Constituent Convenience and Security: The overall purpose of this RFP is to improve the operational efficiency and effectiveness of PPP. The replacement space will house PPP's administrative offices as well as be used as a location for regular hearings conducted by the Parole and Pardon Board. Those hearings are well attended by families and interested parties. The hearing room requirement suggests the facility should be located in an area that is easily accessible, provides good parking for employees and overflow parking on hearing days and should be proximate to amenities such as restaurants for those persons attending hearings. Attendees to the hearings include both offender and victim families therefore security is a primary concern. On hearing days, there should be adequate privacy and separation for victims and offenders and their families and representatives, victim advocates and Board members and staff.

C. Environmental Sustainability: It is the goal of the Department to meet current needs without compromising the ability of future generations to meet their own needs. The building process, materials, and ongoing operation of the building are all opportunities for PPP to be a model in promoting and demonstrating sustainability principals. Admin would like to exceed all applicable regulatory requirements, reduce emissions to the environment, and encourage a "life-cycle" cost framework.

Respondents should specify how they will achieve the highest environmental performance possible utilizing the provided guidelines. The successful proposer will show a meaningful commitment towards providing the department with a "green", sustainable facility.

2.00 PROJECT DESCRIPTION

Proposals shall conform to requirements described below and by reference elsewhere in this RFP:

2.01 Required	Proposal must conform to space and parking requirements described in the Space Programming Requirement in Exhibit B.
2.02 Required	Any proposed site that lacks adequate parking as defined in Exhibit B must be able to provide the required parking in a verifiable and binding contractual relationship in close proximity to the facility.
2.03 Required	Proposed facility to reflect a level of finish appropriate to Class A or B space in the Columbia, SC market.
2.04 Required	Proposers must submit bids inclusive of providing space in turnkey condition in accordance with the specifications contained in Exhibit B in addition to base building specifications for a "Building to Be Constructed" (Exhibit 'G') or "Building Shell Condition Requirements" (Exhibit 'H').
2.05 Required	Proposed facility must be located within the Columbia, SC metro area.
2.06 Preferred/Required	LEED Silver certification is preferred for either renovated or new space. The State's Sustainable Construction Act which is required for certain options per RFP section 1.05 (C) is located in Exhibit F.
2.07 Required	Proposals must include complete financial information including, but not limited to, rental costs, design fees, renovation or build-out costs, allowances (if any), operating costs, related costs (e.g. leased off-site parking), broker fees and any other costs associated with acquisition and/or occupancy as well as debt, equity and financing for the acquisition of 2221 Devine St. as applicable depending on the Project Options to which the Proposer is responding.
2.08 Preferred	The building shall contain adequate technology and power as found in market rate office buildings and outlined in the attached specifications.
2.09 Optional	Proposal may involve redevelopment and leasing of existing office space in privately owned buildings as per selected Project Options listed herein.
2.10 Optional	Proposals may include either a primary or alternative approach through a Not-For-Profit owner/developer (501 c. 3. organization or Governmental Instrumentality) using tax-exempt construction and permanent financing and with Operating Lease costs proposed as a pass-through of tax-exempt bond principal, interest and associated financing costs. This approach may also include a Ground Lease arrangement in which the Not-For-Profit organization receives a ground lease interest in project land with a base term, plus renewals. The State will consider alternative financing mechanisms deemed to be in the best interest of the State.

2.11 Required

All proposals must meet all applicable local zoning and building code requirements.

2.12 Required

If Respondents propose a build to suit facility that the State will own, compliance with the State's Sustainable Construction Act ("SCA") is required. The successful Proposer(s) will also be subject to the requirements of Office of State Engineer's 2016 Manual for Planning and Execution of State Permanent Improvements Part II, including 3rd party inspections and peer review, which can be found at: http://procurement.sc.gov/PS/agency/PS-ose-manual-2015.phtm.

If Respondents propose a market purchase or lease, compliance with the SCA is not required. A facility condition assessment, appraisal, and Phase I Environmental are also required for a market purchase and will be procured by the State during the approval process if applicable to the selected location. The Sustainable Construction Act can be found in Exhibit F.

3.00 PROJECT OPTIONS

Proposals may be received for the following options as described below and by reference elsewhere in this RFP. The solicitation awards will be for either Option A, B or C and will be based on the solution that is in the State's best interest.

	Alternatives	**Option A** **Purchase and Sale of Existing Building at 2221 Devine St., Columbia, SC Only**	**Option B** **Purchase and Sale of Existing Building at 2221 Devine St., Columbia, SC And Purchase Existing, Lease Existing or Build-to-Suit Space in metro Columbia, SC market place.**	**Option C** **Purchase Existing, Lease Existing or Build-to-Suit Space in metro Columbia, SC market place Only.**
3.01	Lease Within metro Columbia, SC office market place.	N/A	Purchase 2221 Devine and provide 60,000 s.f.+/- of relocation space	Provide 60,000 s.f.+/- of relocation space
3.02	Lease With Purchase Option Within metro Columbia, SC area.	N/A	Purchase 2221 Devine and provide 60,000 s.f.+/- of relocation space	Provide 60,000 s.f.+/- of relocation space
3.03	Build-to-Suit – State Owned Sites (see sample state owned sites in Exhibit C	N/A	Purchase 2221 Devine and provide 60,000 s.f.+/- of relocation space	Provide 60,000 s.f.+/- of relocation space
3.04	Build-to-Suit Developer Site Within metro Columbia, SC area.	N/A	Purchase 2221 Devine and provide 60,000 s.f.+/- of relocation space	Provide 60,000 s.f.+/- of relocation space
3.05	Purchase Existing Commercial	N/A	Purchase 2221 Devine and provide 60,000 s.f.+/- of relocation space	Provide 60,000 s.f.+/- of relocation space

4.00 PROPOSED RFP SCHEDULE

Three timelines are included below, given the time required for various options (acquisition of existing commercial facility, build to suit and commercial lease) could vary based on different approval requirements. Therefore, proposed timelines for each scenario are provided for Respondents to understand timing and approvals associated with each submittal type.

Acquisition of Existing Commercial Building	
October 24, 2016	RFP Issued
November 9, 2016	Pre-proposal conference held at 2221 Devine Street, including a site tour of that facility
November 14, 2016	Deadline for Respondent questions
November 22, 2016	RFP Clarifications and answers to Respondent questions posted
January 10, 2017	Proposals Due (see details above for delivery instructions)
Week of January 16, 2017	Site Tour
January 31, 2017	Oral presentations from short listed firms
February 6, 2017	Notice of Intent to Award (Contingent)
To Be Determined*	JRBC Phase I Approval (Appraisal, Phase I Environmental and Facility Condition Assessment)
To Be Determined*	SFAA Phase I Approval
To Be Determined*	JRBC Phase II Approval (Approval of items in Phase I)
To Be Determined*	SFAA Phase II Approval

Build to Suit	
October 24, 2016	RFP Issued
November 9, 2016	Pre-proposal conference held at 2221 Devine Street, including a site tour of that facility
November 14, 2016	Deadline for Respondent questions
November 22, 2016	RFP Clarifications and answers to Respondent questions posted
January 10, 2017	Proposals Due (see details above for delivery instructions)
Week of January 16, 2017	Site Tour
January 31, 2017	Oral presentations from short listed firms
February 6, 2017	Notice of Intent to Award (Contingent)
To Be Determined*	JRBC Phase I Approval (Preliminary Design)
To Be Determined*	SFAA Phase I Approval
To Be Determined*	JRBC Phase II Approval (Final Design)
To Be Determined*	SFAA Phase II Approval

Commercial Lease	
October 24, 2016	RFP Issued
November 9, 2016	Pre-proposal conference held at 2221 Devine Street, including a site tour of that facility
November 14, 2016	Deadline for Respondent questions
November 22, 2016	RFP Clarifications and answers to Respondent questions posted
January 10, 2017	Proposals Due (see details above for delivery instructions)
Week of January 16, 2017	Site Tour
January 31, 2017	Oral presentations from short listed firms
February 6, 2017	Notice of Intent to Award (Contingent)
To Be Determined*	JRBC Approval
To Be Determined*	SFAA Approval

*These dates will be determined based upon the time required for bid negotiations and the dates.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

CONTENT AND FORMAT OF PROPOSAL

The items listed below represent the order of and the minimum sections and the information to be included in the proposal. Your offer should include enough detail from the outline below to demonstrate an understanding of the current environment and scope of the project. If your proposal includes any comment over and above the specific information requested below, you are to include this information as a separate appendix to your proposal. Sample materials, large drawings, or display pieces should be referenced in the appropriate section and labeled accordingly. The proposals shall be organized in the order specified in this RFP. A proposal that is not organized in this manner risks elimination from consideration if the State is unable to find where the RFP requirements are specifically addressed. Failure to provide information required by this RFP may result in rejection of the proposal. **Offers which impose conditions that modify requirements of the Solicitation may be rejected (Reference "RESPONSIVENESS/IMPROPER OFFERS" clause on page 12).**

All responses to the RFP will be in both hard copy and electronic format. The selection committee may choose to print a certain number of hard copies so respondents should format their submittals for ease of printing. The hard copies that are submitted will be in color, double-sided on standard print paper. Each submittal set should include a transmittal letter. Responses should be concise, clear, and relevant. Submitter's cost incurred in responding to this RFP is submitter's alone. The State does not accept liability for any such costs.

Proposers' responses for the RFP must be 8½" x 11" format, 10-point font minimum and no more than twenty (20) double-sided pages in length not including the cover sheet, transmittal letter, team member biographies, financial statements and any project renderings or space plans. Proposers must submit their responses in two single PDF file formats (maximum file size 10 MB) on a flash drive – one for the Technical Proposal and one for the Fee Proposal. Pages should be numbered consecutively. A table of contents, with corresponding tabs in the body of the proposal, must be included as well to identify each section. Placing multiple tabs on the same page is acceptable. If more than one item in the table of contents can be started on a single page, you may do so and place all corresponding tabs on that page. Any affidavits, certifications, or signed statements called for may be included in an appendix and will not count toward the page limit.

SUBMITTING REDACTED OFFERS:

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

The deadline for submission of the RFP is listed in the timeline. **This is a firm deadline and proposals received after that time will not be considered.** The State is not responsible for the proper or timely delivery of submittals. Failure to meet the deadline for receipt of submittals will result in rejection of the submittal. Submittals received after the deadline will not be considered whether delayed in transit, electronic transmission or for any other cause whatsoever. Each firm is solely responsible for the accuracy and completeness of its submittal. Errors and omissions may constitute grounds for rejection. If there are multiple firms proposed as one team, each component firm should describe its own relevant experience but still adhere to set page limits. A firm should deliver its technical proposal in a sealed package.

(A.) COMPLETED AND SIGNED "COVERPAGE" AND "PAGE TWO" (inside cover)

(B.) EXECUTIVE OVERVIEW

The Executive Summary should be written in non-technical language to summarize the Offeror's overall capabilities and approaches for accomplishing the products and services requested by the Department of Administration. Evidence should include, but is not limited to, the Offeror's mission, date of founding, size, and experience. The Executive Summary should be limited to no more than three pages.

Note: Items (C) (Technical Proposal), (D) (Qualifications), and (E) (Business Proposal) will be evaluated. Offeror's are encouraged to be as thorough as possible when submitting a response.

(C.) TECHNICAL PROPOSAL

Offeror should restate each of the items found in Section III. Scope of Work/Specifications and provide explanation or describe how the proposed offer meets or exceeds the requirements stated herein. Offeror should also explain/describe the following items listed below.

1. Project schedule
2. Green/Sustainability project components
3. Benefits to PPP

(D.) QUALIFICATIONS - Submit and explain (as necessary) the requested information listed below.

1. Summary of Experience – A resume or summary of Proposer's experience, which should be a minimum of three (3) years in the past five (5) years, and qualifications to support the information presented in the proposal. The names and contact information from a minimum of three (3) references who have had working experience during the past five (5) years.
2. Proposing Entities Organizational Chart - organizational chart showing the lines of responsibility and accountability.
3. Project Team Qualifications - Describe your firm's proposed organization for the project team. Your synopsis should designate the specific people to fill the key roles on your team and provide specific experiences and qualifications of the proposed project team managing similar projects.

(E.) BUSINESS PROPOSAL

The Business Proposal must include all costs and responses to the requirements listed in Section VIII Business Proposal. Offerors are to submit the Business Proposal as a separate document from the Technical Proposal.

Fee Proposal

1. Additional requirement for Submittals to provide PPP relocation space for a commercial lease:
   a. Please propose lease rates for a term of 10, 20 and 30 years, respectively, in accordance with one of the two standard lease forms (either full service or with operating expense escalations) contained in Exhibit I.

2. Additional requirements for Submittals for the purchase of an existing building in the market:
   a. Please propose a price for the state to acquire the property.

   b. To facilitate a smooth transition for the current tenants, Admin shall leaseback 2221 Devine for a length of time to coincide with the occupancy of their new space. Please propose a lease term, base rent, net of all operating expenses and escalations (if any) for the leaseback period. In no event shall the base rent be higher than fair market value for comparable Class B facilities located in the Columbia, SC market. Landlord shall have the right to immediately advertise all or a portion of 2221 Devine for lease to other tenants, following all required governmental approvals and execution of the sales agreement. Proposers may suggest any alternative in length of the leaseback and phasing of exit from said owned facility, consistent with an optimum purchase price for 2221 Devine and relocation of PPP.

3. Additional requirements for a Build to Suit submission:
   a. Please provide the financing terms and source of debt and equity.
   b. Please propose lease rates in accordance with one of the two standard lease forms (either full service or with operating expense escalations) contained in Exhibit I.

Opportunity to Perform Due Diligence

The State is selling 2221 Devine "as is, where is" without any representation regarding the property's condition, environmental or otherwise. Proposers will have an opportunity to inspect 2221 Devine at the scheduled Site Visit. Proposers may perform their own "due diligence" inspections at their sole expense, including environmental site assessments, sampling and testing of the soils, sediments and groundwater, subject to such conditions and limitations as Admin may impose, including without limitation, requirements for supervision by Admin, indemnification of the State, disposition of reports and execution of any legal documents relative to conducting such inspections and similar activities, as Admin may require. Any physical inspections of the 2221 Devine must comply with Admin's requirements, as may be applicable. Anyone who would like to perform due diligence on the 2221 Devine Street site and participate in the November 9, 2016 site tour must complete the indemnification form found in (Exhibit "J') and submit to the State prior to the pre-proposal conference on November 9, 2016.

The due diligence period will occur simultaneous to this solicitation and must be concluded by the bid submission date.

Security Deposit

The successful Proposer for the Purchase and Sale of 2221 Devine shall be required to submit a non-refundable security deposit equal to 10% of the proposed purchase price. The security deposit shall be in the form of a certified or cashier's check or irrevocable, unconditional letter of credit in a form acceptable to Admin. The security deposit will be applied to the purchase price of the facility.

Purchase and Sale Agreement

The successful proposer for the Purchase and Sale of 2221 Devine will be required to execute a Purchase and Sale Agreement ("PSA") in substantially the same form attached in Exhibit G. Any exceptions to the Purchase and Sale Agreement should be included in the Proposer's response and will be at the State's discretion as to acceptability.

Certain terms including, and without limitation, indemnity/hold harmless, insurance, cancellation, ethics and conflicts clauses are long standing State requirements and cannot be altered, negotiated, or modified by Admin.

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

[ ] Traditional minority
[ ] Traditional minority, but female
[ ] Women (Caucasian females)
[ ] Hispanic minorities
[ ] DOT referral (Traditional minority)

[ ] DOT referral (Caucasian female)
[ ] Temporary certification
[ ] SBA 8 (a) certification referral
[ ] Other minorities (Native American, Asian, etc.)

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

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: http://osmba.sc.gov/directory.html
[04-4015-2]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - REQUIRED INFORMATION

In order to evaluate your **responsibility**, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):
(a) Include a brief history of the offeror's experience in providing work of similar size and scope.
(b) Your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]
(c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
(d) A list of every business for which offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.
(e) List of failed projects, suspensions, debarments, and significant litigation.
(f) Provide a copy of your company's Certificate of Authorization, as required in § 33-15-101 of the SC Code of Laws, issued by the South Carolina Secretary of State if your company is not incorporated in the State of South Carolina.

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the 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 contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

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

AWARD TO MULTIPLE OFFERORS (JAN 2006)

Award may be made to more than one Offeror. [06-6040-1]

DISCUSSIONS AND NEGOTIATIONS - REQUIRED (FEB 2015)

No award will be made to an offeror until after negotiations have been conducted with that offeror. As provided in Section 11-35-1530, negotiations must begin with the highest ranking offeror; accordingly, submit your best terms from both a price and a technical standpoint. In addition, make sure your offer is responsive; the State will not evaluate or negotiate with a non-responsive offeror, and ordinarily, nonresponsive proposals will be rejected outright without prior notice. The State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial offer, but only if your initial offer is responsive. If a satisfactory contract cannot be negotiated with the highest ranking offeror, the State may elect to conduct negotiations with other offerors. As provided in Section 11-35-1530(8) the State also may elect to make changes within the general scope of the request for proposals and provide all responsive offerors an opportunity to submit their best and final offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals. [06-6059-1]

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

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

Evaluation Factors	
1.	**Proposed Solution (Technical Proposal) -** The completeness and suitability of the Offeror's proposed plan to meet or exceed the needs of this RFP including a clear capability to fulfill all aspects of the requirements in Section III of this RFP.
2.	**Qualifications** - The Offeror's experience must provide evidence of its depth and breadth of experience, and evidence of its successful past performance with projects of similar size and scope.
3.	**Business Proposal –** The total cost of the project.

EVALUATION OF PROPOSALS

Phase I: Proposer will be deemed responsible or non-responsible based on documentation which demonstrates Proposer's financial capacity to perform.

Yes / No

If yes, Proposers move on to the Phase II evaluation. If no, Proposers are deemed non-responsible.

Phase II: Proposals will be evaluated according to following project dimensions:

2221 Devine Disposition Evaluation Criteria
Financial Return to the State
Proposer's Capacity to Perform and Qualifications
Flexibility and Ability to Provide Seamless Occupancy for Transition of PPP to replacement space (e.g. sale leaseback)

PPP Replacement Space Evaluation Criteria
Financial Benefit to the State
Proposer's Capacity to Perform and meet delivery timeline
Conceptual Project Plan / Design / Architecture including alignment with stated Green objectives and parking requirements
Project Team and Comparable Firm Experience
Benefits of the Replacement Space's Location (including proximity to major roadways, public transportation and nearby amenities)

5.00 ADMIN'S REAL ESTATE ADVISOR / BROKER

CBRE, Inc. is Admin's exclusive real estate representative ("Broker") for 1) the Purchase and Sale of the existing headquarters site located at 2221 Devine Street, Columbia, SC AND 2) for the acquisition of replacement facility whether by lease, purchase, or lease to purchase. Admin expects Broker to be compensated with a brokerage commission for its services, paid by the developer, or private owner of the site, building or build-to-suit in the manner consistent with CBRE's contract with Admin. Any seller or real estate agent desiring to consider Admin as a buyer and/or PPP as a tenant must compensate CBRE in accordance with CBRE's contract with Admin.

CBRE's commission schedules are as follows:

For the sale of property:

Commission % for Sales $1-$499,000	3.5% payable by Seller/State to CBRE upon closing of the transaction
Commission % for Sales $500,000-$1,999,999	3.25% payable by Seller/State to CBRE upon closing of the transaction
Commission % for Sales $2,000,000 and above	2.5% payable by Seller/State to CBRE upon closing of the transaction

For the acquisition of new space:

Commission % for Lease or Lease Purchase	3.5% payable by Lessor to CBRE half at execution of any lease, the remainder upon commencement of the lease term
Commission % for Market Purchase	3.5% payable by Seller upon closing of the transaction

VII. TERMS AND CONDITIONS -- A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(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 two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(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) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISPUTES (JAN 2006)

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

Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)
Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)
According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)
Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)
Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)
(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)
During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015)
(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3] Note: Progress payments may be negotiated for certain options.

PUBLICITY (JAN 2006)
Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a

published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)
Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)
(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)
The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)
Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)
Where applicable payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)
This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)
The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006)

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

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

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

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

CONFERENCE – PRE-PERFORMANCE (JAN 2006)

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

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

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

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

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006)

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

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

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

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

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

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of

the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.
(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INDEMNIFICATION - INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

OWNERSHIP OF DATA & MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

PERFORMANCE BOND REQUIRED (JAN 2006)

For a build to suit, within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the performance bond. [07-7B155-1] **(Applies to new construction only)**

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

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

TERMINATION FOR CONVENIENCE (JAN 2006)

Termination provisions for leases are included in the standard lease documents attached as Exhibit ‘I’ and incorporated herein by reference.

WARRANTY – STANDARD (JAN 2006)

To the extent this provision applies to various aspects of building construction and/or systems, contractor must provide the manufacturer’s standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1

VIII. BUSINESS PROPOSAL

PROPOSAL SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1.000	each		
Product Catg.: 99884 – Real Estate (Incl. Buildings Houses Land etc)				
Item Description: 2221 Devine St & Dept of PPP Relocation				
Internal Item Number: 1				

BUSINESS PROPOSAL (JAN 2006)

Offerors are to submit a Business Proposal as a separate document from the Technical Proposal. The Business Proposal may include the following considerations:

(a) Total Cost of Ownership -- What is the anticipated cost of purchasing, owning, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract? Provide a detailed accounting.

(b) Risk Analysis -- What internal or external factors could significantly impact the probability of completing this project on time and within budget?

(c) Risk Mitigation -- What actions can be taken to mitigate the identified risks?

(d) Risk Sharing -- Are there opportunities for mutually beneficial risk sharing?

(e) Performance Incentives -- Are there opportunities for performance-based incentives?

(f) Financing Options -- Are there alternative financing options available to the State?
[08-8010-1]

IX. ATTACHMENTS TO SOLICITATION

1. Important Tax Notice – Nonresidents Only
2. RFP Exhibits

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **http://www.sctax.org/forms/withholding/i-312-form**
[09-9005-2]

6.00 RFP EXHIBITS

Exhibit 'A'	2221 Devine Street Building Description
Exhibit 'B'	PPP Replacement Space Program of Space Requirements
Exhibit 'C'	Optional State owned sites upon which a build to suit facility may be constructed
Exhibit 'D'	Building Performance Specification Build to Suit
Exhibit 'E'	Building Shell Condition Lease
Exhibit 'F'	Sustainable Construction Act
Exhibit 'G'	State of South Carolina Purchase and Sale Agreement
Exhibit 'H'	State of South Carolina Credit Rating
Exhibit 'I'	State of South Carolina standard lease forms (full service and with operating expense escalations)
Exhibit 'J'	Proposer's Due Diligence Acknowledgment and Indemnification Form

7.00 CONTACT PERSON

Name: Jason Evans, Procurement Director, Office of Administrative Services, SC Department of Administration

Email: Jason.evans@admin.sc.gov (all inquiries must be submitted in writing)

EXHIBITS

Exhibit A
DESCRIPTION OF EXISTING BUILDING TO BE SOLD
2221 DEVINE STREET, COLUMBIA, SC

Location

2221 Devine Street is located in the heart of Columbia, SC with close proximity to the University of South Carolina, the State Capitol and emerging Little Five Points area.

Building Area

Office Building	90,988 SF
Parking Garage	24,200 SF
Total Building Area	96,753 S
Lot Size	Approximately 123,254 SF
Tax Map ID: #	R11312-02-03 & -09
Zoning	C-1, Office and Institutional
Year Built	1975
Number of Floors	Six-Story office building with a basement foundation & a two level parking garage
Parking	Approximately 145 parking spaces in the garage, 168 surface spaces (location inserted); 313 total surface spaces
Windows	Varying age, size and condition
Roof	Flat covered with membrane material
HVAC	Central system with coolers and air handlers
Fire Protection	Heat and smoke detectors with fire hose connectors on each floor
Backup Power	Limited to emergency lighting
Cafeteria	Canteen area
Flood Zone	Property is shown on the FEMA Floor Rate Insurance Maps 45079C0094 H dated February 20, 2002 as located in Zone X, areas outside the 500 year flood-plain

CBRE

STATE OF SOUTH CAROLINA

SPACE PLANNING AND PROGRAMMING

South Carolina Department of Probation, Parole & Pardon Services

September 2016

CGL A Hunt Company The Boudreaux Group

CBRE

STATE OF SOUTH CAROLINA

SPACE PLANNING AND PROGRAMMING

South Carolina Department of Probation, Parole & Pardon Services

September 2016

CGL A Hunt Company The Boudreaux Group

SECTION PAGE

1 Introduction

Introduction 1-1

Space Programming 1-2
- Phase I – Background/Data Collection 1-2
- Phase II – Workplace Strategy Development 1-2
- Phase III – Space Planning and Programming 1-3

Background 1-4

Approach 1-5

Summary of Space Needs 1-6
- Type of Workspaces 1-7
- Standard Support Space 1-7
- Public Use Space 1-7
- Special Use Space 1-7

2 Space Program

1.0 Lobby/Security Screening 2-1

2.0 Executive Division 2-2
- Executive Office 2-2
- Victim Services 2-4

3.0 Administration Division 2-6
- Administration and Records 2-6
- Human Resources 2-8
- Training, Compliance and Professional Development 2-9
- Fiscal and Material Management 2-11
- Strategic Development and Information Technology 2-13

4.0 Field Operations Division 2-15
- Field Operations 2-15
- Special Operations 2-17
- Interstate Compact 2-19

5.0 Legal Services and Policy Division 2-20

6.0 Parole Board 2-22

7.0 Shared Spaces 2-24

INTRODUCTION

The State of South Carolina is a major occupier of owned and leased space throughout the State, and the State's Department of Administration is in the process of working with various State agencies to determine the most efficient occupancy solutions for the agencies. At the same time, the Department of Administration would like to maximize the opportunities and efficiencies for occupied spaces in state-owned spaces.

Major SCDPPPS Divisions are located at 2221 Devine Street in Columbia and include Executive, Administration, Legal, and Field Operations. Additionally, the space contains secured areas unique to law enforcement functions and a pardon and parole hearing room, as well as storage space for onsite active law enforcement related case records.

As communicated by CBRE, The State of South Carolina is interested in exploring new alternatives for workplace environments within the boundaries of prudent taxpayer spending. Significant objectives for the new locations include compliance with CBRE's October 2015 Comprehensive Real Property Evaluation Strategic Planning and Implementation Report in the following ways:

- Space to support customer service requirements,
- Efficient and effective space utilization in line with the space standards,
- Contiguous interior space,
- Space design and planning that promotes the concept of "one organization",
- Flexible common areas and meeting rooms that will facilitate synergy within the organization, and
- Effective workflow and communication through the application of best practice design principles.

Agencies will consider public and private sector lease opportunities that are available in the market, as well as build to suit opportunities on state-owned or privately held land.

Space Programming

The following is a listing of the various steps taken, by phase, to complete the space programming for the Departments of Education and Probation, Parole and Pardons.

Phase I – Background/Data Collection for Probation, Parole & Pardon

1. Establish team and individual responsibilities, methods of approval, deliverables, milestone schedule, project procedures

2. Review confidentiality and privacy issues

3. Meet with divisions within the Department to understand existing configuration of space and current operations and tour their existing space.

4. Consult with divisions within the Department at meetings or workshops to determine its criteria and objectives regarding design and quality

5. Review and comment on current space allocations within each division; identify/analyze any operational issues which may impact the configuration and design of a the new space

6. Identify any space standards the Department is currently employing at their existing locations

7. Understand operational issues for all divisions

8. Understand the Department's organizational structure and relationships

9. Work with the Department to understand its future technology needs (including video conferencing, Wi-Fi capability, power/infrastructure requirements, server room, generator etc.)

10. Identify and understand issues of deficiency at the Department's current location (building as a whole, internal design, security, communications, accessibility – deliveries/pickups, loading dock, freight elevators, parking, public transportation, etc.)

Phase II – Workplace Strategy Development

1. Conduct workshops on future operations to determine "must haves" and "high wants" for the future and design objectives

2. Meet with appropriate Department managers and decision makers to develop parameters for future operations and the impact on future technology and space needs, including long term design flexibility to accommodate changing administrations/initiatives

Phase III – Space Planning and Programming

1. Meet with all Department divisions to determine future personnel requirements; Conduct interviews, workshops and/or surveys with key staff and groups as required to obtain all necessary information regarding current and projected space usage, projected growth and organizational changes, including but not limited to:

a) Size, function, and adjacency issues of all the Department's various divisions and bureaus

b) Requirements for individual offices, support staff workstations and common-use areas (e.g., conference, reception, files, local storage)

c) Requirements for special areas and support areas (e.g., public access, conference rooms, VTC rooms, server room, data closets, mail & copy center, document and file storage, furniture, fixtures and equipment storage if needed onsite, interconnecting stairways, and kitchens/break rooms)

d) Functional adjacency priorities, i.e., relationships among various divisions accepting work-flow and communications

2. Promulgate new space and furniture standards based on workplace strategies and design

3. Define circulation and movement patterns for the future office(s)

4. Create flexible meeting and conference room environments that will accommodate the Department's goals and objectives, including press conferences, training, and hearing rooms

5. Create generic "test fits" and programs for review (and approval) by Department of Administration prior to going to market

6. Present a draft of the programming information and study to Admin and CBRE for review and approval. Include copies of all interview results and other pertinent raw data. Make revisions as necessary and provide a final space program report

7. Present the final space program report to Admin and the Department's senior managers at one or more meetings

8. Develop and establish a preliminary construction budget

9. Prepare and update preliminary Gantt schedules of key activities/tasks and critical path milestones for the design aspects of the project

Background

The South Carolina Department of Probation, Parole and Pardon Services (SCDPPPS) is charged with the community supervision of offenders place on probation by the court and paroled by the State Board of Paroles and Pardons, as well as those on Youthful Offender Release from the South Carolina Department of Corrections. The agency also supervises offenders through various community sanctions and helps to ensure the offender meets their specific conditions of parole.

The Department has been in existence since 1941, but did not become a cabinet-level agency until 1993 with the Director reporting directly to the Governor. In January 2015, Governor Haley appointed Jerry B. Adger the agency Director.

The Mission of the agency is:

- To prepare offenders under our supervision toward becoming productive members of the community;
- To provide assistance to the victims of crimes, the courts and the Parole Board; and
- To protect public trust and safety.

Probation provides basic community supervision to offenders receiving a suspended sentence from the court. They are classified based on their need for services, supervision, and their risk of committing new offenses. The maximum duration of probation cannot exceed five years and offenders must pay a supervision fee based on a sliding scale determined by monthly income. Special conditions may also be imposed to further restrict their freedom, limit movement in the community, add further disciplinary measures, or require rehabilitative services. Violation of any of the standard or special conditions of probation may result in additional sanctions, up to and including revocation action by the court.

Paroled offenders living within the community are also supervised by SCDPPPS. These offenders are released by the Board of Paroles and Pardons to finish serving their sentences outside of prison, subject to certain conditions. Offenders are classified based on their need for services and risk of committing new offenses. Offenders on parole must pay a supervision fee based on a sliding scale determined by monthly income. Special conditions may be imposed by the Board to further restrict freedom, limit movement in the community, add further disciplinary measures, or require rehabilitative services. Violation of any of the standard or special conditions of parole may result in additional punitive sanctions, up to and including revocation action by the Board.

Pardon means that an individual is fully forgiven from all the legal consequences of his or her crime and conviction – direct and collateral – including the punishment, whether imprisonment, fine, or whatever penalty is provided for by law. After reviewing a pardon application, the Board of Paroles and Pardons determines an individual's eligibility.

Field offices for SCDPPPS are located in each of the 46 counties in South Carolina. The office space for the field offices are provided by each host county. The agency headquarters is located in Columbia, South Carolina in a 6-level office building that is leased by the state. SCDPPPS occupies approximately 54,474 square feet in this building that includes more than 3 ½ floors plus additional space on the basement level.

Approach

The current spaces occupied by SCDPPPS at 2221 Devine Street were toured by the consultant team on April 1, 2016. The purpose of the tours was to gain an insight to any operational issues that are driven by the current space allocation, storage capacity, adjacencies among the divisions, and general access to the facility. The tours included a meeting with Director Adger.

Director Adger stated that he was excited about this process, was looking forward to the prospect of moving to a new space, and wanted the staff to benefit from this transition.

The Director expressed concerns for the safety and security of agency's staff, the Parole and Pardon Board, and the information contained in the building itself due to a lack of proper physical security. All visitors to the building should be properly screened, and access to all areas should be controlled using a modern security access control system. There should be proper separation between victims and offenders, and the Board members should have their own secured access to and from the building.

The Director concluded the interview by reiterating that ample training spaces are key to properly prepare staff, and the new spaces should have a proper layout that will boost staff morale.

In addition to the tours, interviews were conducted with all division leaders and program supervisors at the SCDPPPS. These interviews took place on April 1, 4, and 5, 2016. The interviews were designed to determine future personnel requirements for each area, and to gather necessary information regarding current and projected space usage, projected growth and known organizational changes.

During the interviews, discussions were held concerning the recently adopted SC Workplace and Space Allocation Standards. Among these standards are appropriate workspace standards for offices and workstations, meeting rooms, and shared spaces such as file rooms and work centers. Divisional staff were enthusiastic and open in expressing their views on the pending relocation of the agency. One concern that was expressed by many of the staff was the need for security in the building. They felt that access to the building, and to most of the division areas, should have electronic security controlled access.

Summary of Space Needs

The numbers presented in the tables throughout this report to determine the area needed are represented in two ways. One method is by staff count or current Full Time Employees (FTEs). The other is by physical workspace. The number of FTE's and Workspaces may not align because current staff counts do not include part time or intern workers. Even though they are not counted in the staff count, part time workers require space to perform job tasks which are captured in the Workspace count.

It has been determined that over the course of the next 10 years, the headquarters of the South Carolina Department of Probation, Parole and Pardon Services will require approximately **59,991 +/- square feet of space**. This total represents 194 total workspaces for an estimated 184 staff that will be assigned to this location. The additional spaces will accommodate field staff that will report to the headquarters location as well as various interns that assist the agency throughout the year.

Table I-1
Summary of Space Needs

Code	Component	Staff/ Support Usable SF	Public/ Special Use Usable SF	Peak Visitors	2016 Staff	2026 Staff	Existing SF by Division	Future SF by Division	SF Req by Staff Additions
	Probation, Parole & Pardons								
1.000	Security Screening	-	910				-	910	-
2.000	Executive Division	4,950	-	3	25	28	4,704	4,950	281
	Executive Office	3,663	-	3	19	19	3,447	3,663	-
	Victim Services	1,287	-	-	6	9	1,257	1,287	281
3.000	Administration Division	12,485	9,887	6	83	87	29,735	22,372	250
	Administration & Records	2,363	-	-	9	9	2,514	2,363	-
	Human Resources	1,401	-	3	8	10	3,693	1,401	125
	Training, Compliance & Professional Development	1,378	3,634	-	7	7	3,521	5,012	-
	Fiscal & Material Management	4,069	4,693	-	27	27	11,500	8,762	-
	Strategic Development & IT	3,273	1,560	3	32	34	8,507	4,833	125
4.000	Field Operations Division	6,041	676	54	27	42	11,592	6,717	317
	Field Operations	3,301	-	46	20	26	4,928	3,301	192
	Special Operations	2,007	676	-	7	7	3,191	2,683	-
	Interstate Compact	733	-	8	7	9	3,473	733	125
5.000	Legal Services & Policy Division	4,150	312	-	25	27	10,380	4,462	125
6.000	Parole Board	177	4,212	85			3,364	4,389	-
7.000	Shared Spaces	7,267	650				-	7,917	-
	Total	35,070	16,647	148	160	184	59,775	51,717	972
	Total Workspaces	192							
	Staff/Support Usable SF/# Workspaces	183							
	Rentable (16% on Usable)	40,681	19,310						
	Rentable SF/Employee (# Workspaces)	212							
	Total Rentable Area SF	59,991							

Source: CGL; September 2016

The existing space used by the SCDPPPS at the 2221 Devine Street location is 59,775 square feet. When planning the appropriate amount of space based on the new space standards for both current and future needs over the next 10 years, the space is approximately 216 more square feet which accommodates growth.

Type of Workspaces

In their current location, approximately 79 percent are in offices, while 21 percent are open workstations.

In accordance with the recently-adopted SC Workplace and Space Allocation Standards, staff workspaces were projected based upon the level of work performed. As a result, 42 percent of the future workspaces will be located in offices, and 58 percent will be stationed in open workspaces.

Standard Support Space

Support spaces have been planned to be flexible, while meeting the specific needs of a division or work group. If a dedicated conference room or file room is needed in a particular area, it is included and sized specifically to meet the work-needs of that area. However, if such spaces can be shared between divisions or sections, they will be strategically placed throughout the building to gain maximum efficiencies for the square footage required.

For the SCDPPPS the total amount of support area required for the current staff does not differ from the amount needed for the future staff need in 2026.

Public Use Space

These spaces are not staff-specific, but are areas primarily for public use such as the lobby and waiting areas.

Special Use Space

Special use areas are not intended for public use, but are not tied to staff workspaces either. These spaces include the mail room, training rooms, and warehouses.

Table I-2
Agency Space Needs Summary

Agency Space Needs			Current Space Needs				Future Space Needs	
Personnel Areas			Typical Size (SF)	x	Qty	= Area	Qty	= Area
EO	Executive Office	Executives	180	x	26	4,680	26	4,680
SO	Standard Office	Staff who spend 50% or more of their time counseling others	120	x	54	6,480	55	6,600
WS	Workstation	Professionals and administrative staff	48	x	90	4,320	104	4,992
SW	Small Workstation	Staff who are mostly out or call center positions	25	x	7	175	9	225
		Total Personnel/Workspaces			**177**		**194**	
		Total Personnel Area NSF				**15,655**		**16,497**
Standard Support Areas			**Typical Size (SF)**	**x**	**Qty**	**= Area**	**Qty**	**= Area**
General Support								
	Reception/entry area	1 per suite or floor	200	x	1	200	1	200
	Reception/entry area	Human Resources	90	x	1	90	1	90
	Pantry/break room	1 per 50-75 employees	200	x	3	600	3	600
	Copy/print alcove	1 per 50-75 employees	200	x	0	0	0	0
	Copy/print alcove	1 per 50-75 employees	40	x	2	80	2	80
	LAN room	1 per floor	100	x	0	0	0	0
Conference/Focus Rooms								
	Conference Room (10-12 Person)	1 per 60-75 employees	350	x	6	2,100	6	2,100
	Conference Room (6-8 Person)	1 per 30-50 employees	250	x	5	1,250	5	1,250
	Conference Room (2-4 Person)	1 per 30-50 employees	120	x	5	600	5	600
	Focus/privacy room	1 per 15-30 workstations	50	x	4	200	4	200
Filing and Work Rooms								
	Open area file cabinets		9	x		0		0
	File Rooms		11	x	378	4,160	11	4,160
	Storage/work room		2	x	120	240	2	240
	Storage/work room		6	x	160	960	6	960
		Total Support Area NSF:				**10,480**		**10,480**
Total Agency Area Requirements								
		Net Area (Sum of Personnel and Support Areas)				26,135.0		26,977.0
		Circulation (30% of usable area)				7,840.5		8,093.1
		Sub-Total Usable Area SF				**33,975.5**		**35,070.1**
		Usable Square Feet/Employee Workstation (180USF/FTE Average Target)				**192.0**		**180.77**
		Rentable Square Feet/Employee Workstation (210 RSF/FTE Average Target)				**264.2**		**211.88**
		Total Special Support USF (From Page 2 Worksheet)				**16,646.5**		**16,646.5**
		Total Useable Area SF				**50,622.0**		**51,716.6**
		Total Rentable Area SF				**58,721.5**		**59,991.3**
Office to workstation summary								
	Percentage offices					45%		42%
	Percentage standard workstation					51%		54%
	Percentage small workstations					4%		5%
	Office to workstation ratio					0.8		0.7
Conference/focus seat summary						**Low**		**High**
	Conference Room (10-12 Person)					60		72
	Conference Room (6-8 Person)					30		40
	Conference Room (2-4 Person)					10		20
	Focus/Privacy room					0		0
	Projected total conference/focus room seats					100		132
	Projected total staff seats					177		194
	Staff seat to conference/focus room seat ratio					1.8		1.5
	Target ratio							*between 1.0 and 2.0*

Table I-2 (continued)
Agency Space Needs Summary

				Current Space		Future Space	
Public Use Space	**Typical Size (SF)**	**x**	**Qty**	**= Area**	**Qty**	**= Area**
Main reception area	(200-600 SF)	400	x	1	400	1	400
Service counter	(50 SF/position)		x		0	0	0
Waiting area	(15 SF/seat)		x		0	0	0
Interview rooms	(100 SF - 150 SF each)		x		0	0	0
Public hearing rooms	(approx. 35 SF per public seat)	2040	x	1	2,040	1	2040
Public use computer ca	(25-30 SF each)		x		0	0	0
Security Screening Station		200	x	1	200	1	200
Staff Security Station		100	x	1	100	1	100
Victim Waiting	at Hearing Rooms	1000	x	1	1,000	1	1000
Verdict Waiting	at Hearing Rooms	240	x	1	240	1	240
	Total Public Use Space NSF				**3,980**		**3,980**
Special Use Space	**Typical Size (SF)**	**x**	**Qty**	**= Area**	**Qty**	**= Area**
Security equipment/monitoring room			x		0		0
Central mail room		360	x	1	360	1	360
Records storage			x		0		0
Reprographics center		1500	x	1	1,500	1	1500
Conference center			x		0		0
Auditorium			x		0		0
Library-Training		120	x	1	120	1	120
Cafeteria/Vending - Commission for the Blind		500	x	1	500	1	500
Fitness center			x		0		0
Daycare center			x		0		0
Medical facilities			x		0		0
IT Lab & Storage		600	x	1	600	1	600
Warehouse		2350	x	1	2,350	1	2350
Evidence rooms - Confiscated Contraband Storage		100	x	1	100	1	100
Training center lobby		375	x	1	375	1	375
Training center break room		200	x	1	200	1	200
Classroom Large		1000	x	1	1,000	1	1000
Classroom Small		625	x	1	625	1	625
Computer Lab		375	x	1	375	1	375
Couseling/Study room		100	x	1	100	1	100
Parole Board break room		200	x	1	200	1	200
Protective custody family rooms			x		0		0
Containment room - Armory		260	x	1	260	1	260
Containment room - LE Equipment Maintenance & Repair		160	x	1	160	1	160
Incinerators			x		0		0
Shooting range			x		0		0
			x		0		0
			x		0		0
	Total Special Use Space NSF				**8,825**		**8,825**
	NSF (Public Use & Special Use Space)				**12,805**		**12,805**
	Circulation (30% of usable area)				**3,841.5**		**3,841.5**
	Total Usable Special Support Area Required				**16,646.5**		**16,646.5**

SPACE PROGRAM

1.0 Lobby/Security Screening

The public lobby will be the main entry point into the building for all professional visitors and parties involved with probation, parole, or pardon hearings. The lobby will provide direct access to the Victim Services division, Interstate Compact offices, and the hearing room staff station. Prior to entering the hearing room area, individuals will be required to submit to a security screening of their person and any packages or purses.

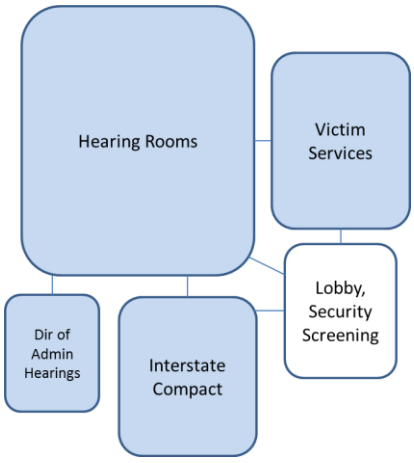
Table 2-1
Lobby/Security Screening

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
1.000	**Security Screening**						
1.001	Main Reception Area	1	400		400		lobby
1.002	Security Screening Station	1	200		200		person/package screening
1.003	Staff Security Station	1	100		100		desk, small gun lockers, storage lockers
			Net Area SF	0	700	Net Area SF	
			Circulation 30%	0	210	30%	
			Division Total Staff/Support Usable SF	**0**	**910**	**Division Total Public/Special Use Usable SF**	

Functional Relationships/Adjacencies

The Lobby/Security Screening area must be located next to the public parking area. It also must be adjacent to the Victim Services division and the Interstate Compact offices to meet directly with victims as well as out of state offenders reporting for hearings.

Figure 2-1
Lobby/Security Adjacency



2.0 Executive Division

The Executive Division includes the agency director and his executive team located in the Executive Office section, as well as the Victim Services division.

Executive Office

In addition to the Director and Deputy Director, the Executive Office includes staff in charge of recruitment, grants, internal audits, external affairs, budget, and the public information officer. This area will be arranged as a typical business office environment. Most staff will be in offices, and some staff will be located at open workstations. A staff person will be located at a secure window in a reception area. This employee will control the access of staff and visitors to the Executive Office area. There are 14 staff positions assigned to this area, and there is no anticipated staff growth in the near future.

Table 2-2
Executive Division – Executive Office

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
2.000	**Executive Division**						
	Executive Office						
2.001	Director	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
2.002	Chief Deputy Director	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
2.003	Director of Risk Management	1	120	120		SO	desk, 2 side chairs, & credenza. Adjacent to Director's office
2.004	Risk Management Specialist	2	48	96		WS	at reception window, secure glazing, panic button
2.005	Administrative Assistant III	1	120	120		SO	desk, 2 side chairs, & credenza. Adjacent to Director's office
2.006	Administrative Coordinator	1	120	120		SO	desk, 2 side chairs, & credenza. Adjacent to Director's office
2.007	Admin Specialist II - Reception	1	48	48		WS	at reception window, secure glazing, panic button
2.008	Recruitment, Volunteer & Intern Coordinator	1	48	48		WS	desk, lockable storage
2.009	Program Coordinator II	1	48	48		WS	desk, lockable storage
2.010	Director of Internal Audits	1	120	120		SO	desk, 2 side chairs, & credenza
2.011	Internal Auditor	1	120	120		SO	desk, 2 side chairs, & credenza
2.012	Quality Assurance Director	1	120	120		SO	desk, 2 side chairs, & credenza
2.013	Quality Assurance Manager	1	48	48		WS	desk, lockable storage
2.014	Director of External Affairs	1	120	120		SO	desk, 2 side chairs, & credenza
2.015	Public Information Officer	1	120	120		SO	desk, 2 side chairs, & credenza
2.016	Budget Manager	1	120	120		SO	desk, 2 side chairs, & credenza
2.017	Budget Analyst	1	120	120		SO	desk, 2 side chairs, & credenza
2.018	Reception Area	1	200	200			comfortable seating
2.019	Director's Conference Room	1	350	350			10-12 person, dedicated
2.020	Break Room	1	200	200			counter, sink, cabinets, refrigerator, microwave, table & chairs
2.021	Storage/work room	1	120	120			print/copier, shelving for supplies, work table
2.022	File Room	1	100	100			secured, file storage
			Net Area SF	2,818	0	Net Area SF	
			Circulation 30%	845	0	30%	
			Total Staff/Support Usable SF	**3,663**	**0**	**Total Public/Special Use Usable SF**	

Executive Office: Functional Relationships/Adjacencies

The Executive Office area will interact will all divisions, but will have the most interaction with the Human Resources and Legal Services Divisions.

Figure 2-2
Executive Office Adjacency

Victim Services

This division is responsible for assisting victims of crimes committed by the offenders under the supervision of the SCDPPPS. In order to keep this population up-to-date on the status of their cases, the staff is in constant contact with various victims throughout the course of the day. This area will not have foot traffic from other divisions due to the sensitivity of the phone calls, meetings and discussions conducted by this staff.

There are currently six staff assigned to this area. There is anticipated growth of two additional coordinator positions within the next 10 years, and two small workstations have been included for intern use.

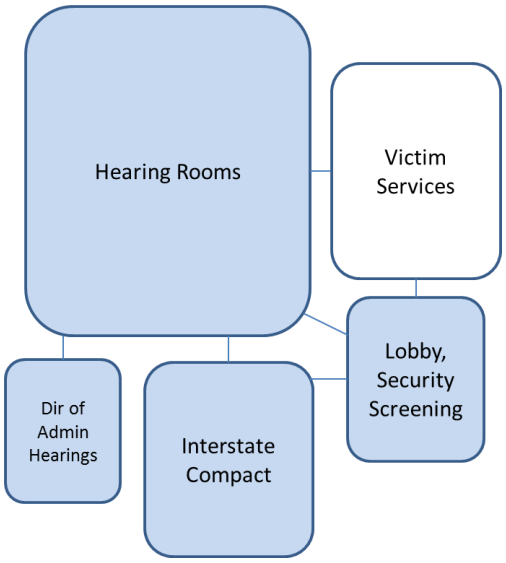
Table 2-3
Executive Division – Victim Services

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
2.000	**Executive Division**						
	Victim Services						Adjacent to Parole Board Support and Hearing Rooms
2.023	Director of Victim Services	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
2.024	Assistant Director	1	120	120		SO	desk, 2 side chairs, & credenza
2.025	Victim Services Liaison	1	120	120		SO	desk, 2 side chairs, & credenza
2.026	Program Manager	1	120	120		SO	desk, 2 side chairs, & credenza
2.027	Victim Services Coordinator	1	48	48		WS	desk, lockable storage
2.028	Administrative Assistant	1	48	48		WS	desk, lockable storage
2.029	Program Coordinator	3	48	144		WS	desk, lockable storage
2.030	Intern	2	25	50		SW	desk, lockable storage
2.031	Copy/Print Alcove	1	40	40			adjacent to Staff Stations, grant dedicated equipment
2.032	Conference Room - Small	1	120	120			2-4 person, dedicated to Victim Services
			Net Area SF	990	0	Net Area SF	
			Circulation 30%	297	0	30%	
			Total Staff/Support Usable SF	**1,287**	**0**	**Total Public/Special Use Usable SF**	
			Division Total Staff/Support Usable SF	**4,950**	**0**	**Division Total Public/Special Use Usable SF**	

Victim Services: Functional Relationships/Adjacencies

Victim Services must be adjacent to the Lobby and the Parole Board rooms to confer with victims as they arrive for hearings and to assist with the hearings and Parole Board members.

Figure 2-3
Victim Services Adjacency



3.0 Administration Division

This is the largest division in the SCDPPPS in both staff numbers and space requirements. The division consists of Administration and Records; Human Resources; Training, Compliance and Professional Development; Fiscal and Material Management; and Strategic Development and Information Technology.

Administration and Records

This section manages the agency's documentation for the thousands of offenders that are, or have been, eligible for parole or pardon. While there is not a large number of staff assigned to this section (2 staff for pardons and 3 staff for parole) there is a very large space requirement for the volumes of paper files that must be maintained. While there is hope that this process may eventually move towards an electronic management system, the current reality is that a great deal of hard-copy files must be maintained for years to come. An administrative assistant will be stationed at a reception counter to assist various staff with depositing and/or receiving records from this area.

Staff spaces will be divided between offices for supervisory staff and open workstations for the records analysts. There are currently six staff assigned to this area. There is anticipated growth of two additional analyst positions within the next 10 years

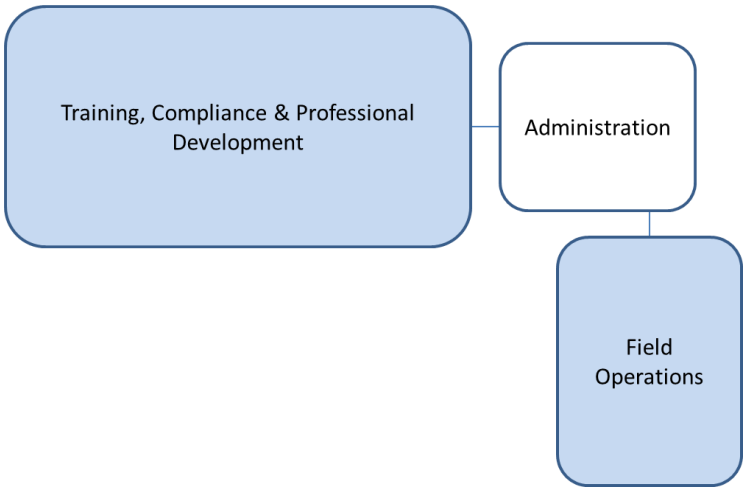
Table 2-4
Administration Division – Administration and Records

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
3.000	**Administration Division**						
	Administration & Records						
3.001	Deputy Director for Admin	1	180	180		EO	desk, 3 side chairs, credenza, & meeting table with 5 chairs
3.002	Project Administrator - Grants	1	120	120		SO	desk, 2 side chairs, & credenza
3.003	Dir of Records Mgmt Services	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
3.004	Admin Assistant III - Reception	1	48	48		WS	desk, lockable storage, at reception counter
3.005	Records Analyst III - pardons	2	48	96		WS	desk, lockable storage
3.006	Records Analyst II - paroles	3	48	144		WS	desk, lockable storage
3.007	Service Counter	1	50	50			
3.008	File Room	1	1,000	1,000			shelves for boxes, reinforced floor
			Net Area SF	1,818	0	Net Area SF	
			Circulation 30%	545	0	30%	
			Total Staff/Support Usable SF	**2,363**	**0**	**Total Public/Special Use Usable SF**	

Administration and Records: Functional Relationships/Adjacencies

The Administration and Records area will interact will all divisions, but will have the most interaction with the Training, Compliance and Professional Development and Field Operations Divisions.

Figure 2-4
Administration and Records Adjacency



Human Resources

The Human Resources area includes staff that manage the recruiting efforts of the agency, benefits, employee programs and services, and personnel files. The area will be arranged as a typical business office environment. Supervisory staff will be in offices, and some staff will be located at open workstations. A staff person will be located at a secure window in a waiting area. This employee will control the access of staff and visitors to the Human Resources area. A dedicated file room will be required due to the sensitive nature of managing personnel files.

There are currently eight staff assigned to this area. There is anticipated growth of two additional positions within the next 10 years.

Table 2-5
Administration Division – Human Resources

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
3.000	**Administration Division**						
	Human Resources						Adjacent to Training, Finance & Executive Offices
3.009	Director of Human Resources	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
3.010	Senior Consultant - Recruiting	1	120	120		SO	desk, 2 side chairs, & credenza
3.011	Human Resources Manager	2	48	96		WS	desk, lockable storage
3.012	Human Resources Manager II	1	120	120		SO	desk, 2 side chairs, & credenza
3.013	Benefits Manager	1	120	120		SO	desk, 2 side chairs, & credenza
3.014	Program Coordinator	3	48	144		WS	desk, lockable storage
3.015	Admin Assistant - Reception	1	48	48		WS	behind glazing, desk, lockable storage
3.016	File Room	1	160	160			secure, dedicated, high density files
3.017	Waiting area	1	90	90			seating for 6 persons
			Net Area SF	1,078	0	Net Area SF	
			Circulation 30%	323	0	30%	
			Total Staff/Support Usable SF	**1,401**	**0**	**Total Public/Special Use Usable SF**	

Human Resources: Functional Relationships/Adjacencies

The Human Resources area will interact will all divisions, but the primary adjacency requirements will be with Training, Compliance and Professional Development as well as Fiscal Management and the Executive Offices.

Figure 2-5
Human Resources Adjacency

Training, Compliance and Professional Development

This area of the agency develops, coordinates and facilitates training for all staff in the SCDPPPS. The staff also maintains training records for all agency staff, and ensures compliance with all applicable state and federal guidelines.

A high-density file room is required for maintaining the training records, and a library space is needed to store and catalogue training materials.

Class sizes will vary depending upon the topic and target audience. A large training room will be provided that is capable of seating as many as 40 participants, but can also be divided into two smaller classrooms. A smaller classroom and computer lab will be provided that can each accommodate up to 25 students. A small focus/study room will be included for individuals that need a private place to study or take an examination.

A waiting area will be provided to stage participants before classes and while on breaks. A break room will also be located next to the training rooms where participants can get snacks and beverages.

There are currently five staff assigned to this area. There is anticipated growth of two additional positions within the next 10 years.

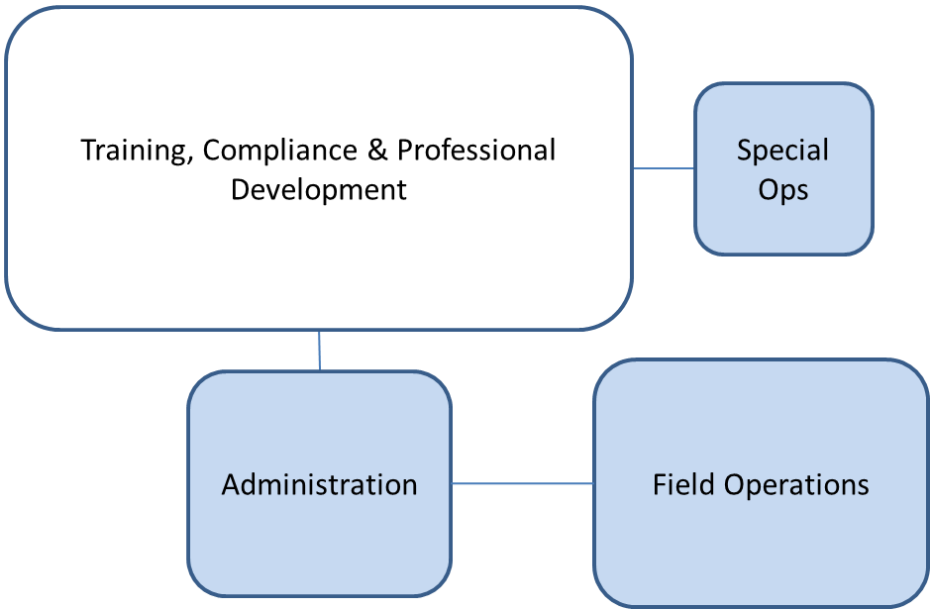
Table 2-6
Administration Division – Training, Compliance and Professional Development

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
3.000	**Administration Division**						
	Training, Compliance & Professional Development						Adjacent to HR, Special Operations and Supplies
3.018	Dir of Training, Compliance & Prof Development	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
3.019	Training Coordinator	6	120	720		SO	desk, 2 side chairs, & credenza
3.020	Training Library	1	120		120		bookshelves, computer station
3.021	Training Room-large	1	1,000		1,000		large training room for 40 staff, dividable
3.022	Training Room-small	1	625		625		small training room for 25 staff
3.023	Computer Lab	1	375		375		classroom arrangement for 25 participants
3.024	Couseling/Study room	1	100		100		3 study booths
3.025	File Room	1	160	160			secure, dedicated, high density files
3.026	Break Room	1	200		200		counter, sink, cabinets, refrigerator, microwave
3.027	Training Lobby	1	375		375		open waiting lobby for 25 persons
			Net Area SF	1,060	2,795	Net Area SF	
			Circulation 30%	318	839	30%	
			Total Staff/Support Usable SF	**1,378**	**3,634**	**Total Public/Special Use Usable SF**	

Training, Compliance, and Professional Development: Functional Relationships/Adjacencies

This area needs to be in close proximity to the Human Resources area to facilitate better coordination with personnel and training files and the Special Operations area.

Figure 2-6
Training, Compliance and Professional Development Adjacency



Fiscal and Material Management

The Fiscal and Material Management office is one of the larger areas of the agency. Staff in this division manages the procurement and inventory of materials and resources, agency payroll and leave calculations, trust accounts and agency accounting. The space that will house staff tasked with fiscal responsibilities will be arranged as a typical business office environment. Due to the fiscal nature of the work and information maintained, this will be a secured area with controlled access. A large, secure high-density file room will be provided in this area due to the large quantity of financial materials that are maintained in this area.

A large warehouse will be provided to maintain material inventory and bulk shipments of supplies to the agency's central location. The warehouse will have a receiving dock for the loading and unloading of bulk materials. Adjacent to the warehouse will be a large print shop that will produce and bind large printing jobs such as student manuals for the many training programs that take place at this location.

There are currently 25 staff assigned to this area, and there is no anticipated growth within the next 10 years.

Table 2-7
Administration Division –Fiscal and Material Management

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
3.000	**Administration Division**						
	Fiscal & Material Management						Secured Area, Procurement Adjacent to Warehouse
3.028	Dir of Fiscal & Material Mgmt	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
3.029	Administrative Assistant (reception)	1	48	48		WS	desk, lockable storage
3.030	Procurement Director	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
3.031	Procurement Manager	1	120	120		SO	desk, 2 side chairs, & credenza
3.032	Procurement Specialist I	2	48	96		WS	desk, lockable storage
3.033	Procurement Specialist II (property manager)	2	120	240		SO	desk, 2 side chairs, & credenza
3.034	Procurement Officer II	1	48	48		WS	desk, lockable storage
3.035	Procurement Officer III	1	48	48		WS	desk, lockable storage
3.036	Supply Manager	1	120	120		SO	adjacent to warehouse, desk, lockable storage
3.037	Supply Specialist III	1	48	48		WS	adjacent to warehouse, desk, lockable storage
3.038	Payroll/Leave Acct/Fisc Mgr III	1	120	120		SO	desk, 2 side chairs, & credenza
3.039	Leave Admin / Program Coord II	1	120	120		SO	could be shared with Payroll, desk, 2 side chairs, & credenza
3.040	Payroll / Acct Fiscal Analyst I	1	120	120		SO	could be shared with Leave Admin, desk, 2 side chairs, & credenza
3.041	Trust Acct Manager	1	120	120		SO	desk, 2 side chairs, & credenza
3.042	Trust Acct Supervisor	1	120	120		SO	desk, 2 side chairs, & credenza
3.043	Trust Accountant	2	48	96		WS	desk, lockable storage
3.044	Trust Program Assistant	1	48	48		WS	desk, lockable storage
3.045	Accounting Svcs Manager	1	120	120		SO	desk, 2 side chairs, & credenza
3.046	Accounts Receivable	2	48	96		WS	desk, lockable storage
3.047	Accountant	2	48	96		WS	desk, lockable storage
3.048	Fiscal Technician	1	48	48		WS	desk, lockable storage
3.049	Info Res. Consultant II	1	48	48		WS	desk, lockable storage
3.050	Conference Room - Large	1	350	350			10-12 person, dedicated
3.051	Mailroom	1	360		360		
3.052	Print Shop/Storage	1	1500		1,500		large printer, binder, shelves for surplus materials storage, adjacent to mail room
3.053	File Room	1	500	500			dedicated to Fiscal Management, high density
3.054	Procurement Warehouse	1	1,500		1,500		adjacent to Receiving/Dock area, reception counter, large shelf, rack storage
3.055	Receiving/Dock	1	250		250		exterior, truck loading/unloading, access to warehouse
			Net Area SF	3,130	3,610	Net Area SF	
			Circulation 30%	939	1,083	30%	
			Total Staff/Support Usable SF	**4,069**	**4,693**	**Total Public/Special Use Usable SF**	

Fiscal and Material Management: Functional Relationships/Adjacencies

This area should be adjacent to the materials warehouse to better-coordinate the processes of procuring and maintaining large quantities of materials and supplies.

Figure 2-7
Fiscal and Material Management Adjacency

Strategic Development and Information Technology

The Strategic Development & Information Technology section (SD&IT) is composed of two parts – Information Technology Services (ITS) and Offender Management Services (OMS).

The ITS section provides and maintains the hardware and software to connect each employee to the main Agency Network. Along with providing computers, printers, monitors, computer accessories, etc., they also administer and operate the servers, routers, switches, video conferencing and other devices. The Help Desk is another service function, which provides assistance with computer problems, such as malfunctioning tablets, and help with software issues.

The OMS section develops, maintains, and modifies business applications for the agency's various divisions. The OMS Section is composed of staff who write the code, perform maintenance on the programs, test application code, oversee application services with other agencies, and manage agency databases.

Six of the section's 34 workspaces are offices, while the remainder is open workstations.

The Server Room will be smaller than the current space as the State is moving to more cloud-based storage. A mid-sized conference room is provided for the frequent meetings that occur in this area. There are three large spaces that are provided for this section; a work lab, IT Equipment Storage, and Surplus Equipment Storage/Warehouse. The Work Lab will be placed next to the Server Room and will be used for the building and modification of IT equipment for the agency. The Security Manager for this section will be located next to the Work Lab.

There are currently 32 staff assigned to this area. There is anticipated growth of two additional positions within the next 10 years.

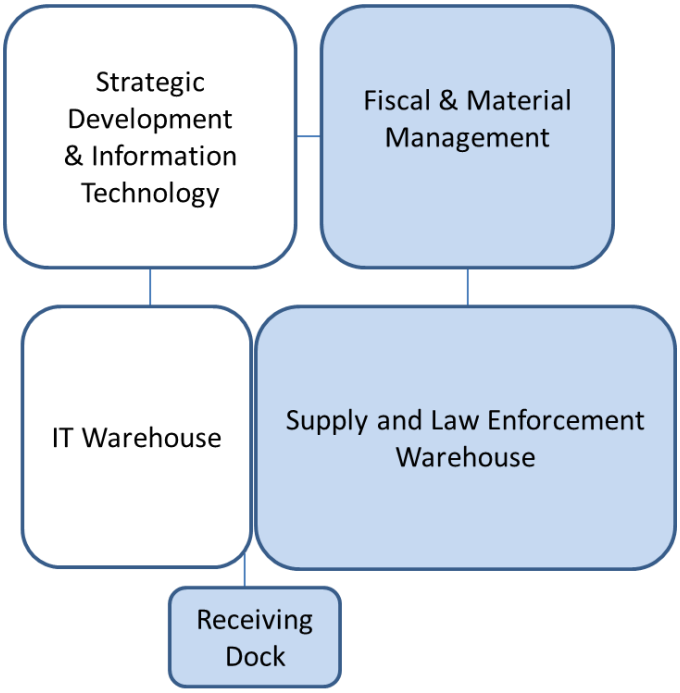
Table 2-8
Administration Division –Strategic Development and IT

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
3.000	**Administration Division**						
	Strategic Development & IT						Adjacent to Delivery Area
3.056	Dir of Strategic Development & IT	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
3.057	Project Manager I	1	120	120		SO	desk, 2 side chairs, & credenza
3.058	OMS Program Manager I	1	120	120		SO	desk, lockable storage
3.059	OMS Team Manager	2	48	96		WS	desk, lockable storage
3.060	Database Administrator	1	48	48		WS	desk, lockable storage
3.061	Program Analyst	6	48	288		WS	desk, lockable storage
3.062	Customer Service Manager	1	48	48		WS	desk, lockable storage
3.063	Operations Manager	1	120	120		SO	desk, 2 side chairs, & credenza
3.064	Program Coordinator I	1	48	48		WS	desk, lockable storage
3.065	Help Desk Manager	1	48	48		WS	desk, lockable storage
3.066	Help Desk Consultant	1	48	48		WS	desk, lockable storage
3.067	Forms Manager	1	48	48		WS	desk, lockable storage
3.068	Network Services Manager	1	120	120		SO	desk, 2 side chairs, & credenza
3.069	Lead Network Administrator	1	120	120		SO	desk, 2 side chairs, & credenza
3.070	Network Field Services Manager	1	48	48		WS	desk, lockable storage
3.071	Network Consultant	5	48	240		WS	`
3.072	Network Operations Manager	1	120	120		SO	desk, 2 side chairs, & credenza
3.073	Assistant Network Manager	1	48	48		WS	desk, lockable storage
3.074	Data Center Tech	1	48	48		WS	desk, lockable storage
3.075	Security Manager	1	120	120		SO	adjacent to Work Lab, desk, 2 side chairs, & credenza
3.076	Assistant Security Manager	1	48	48		WS	adjacent to Work Lab, desk, lockable storage
3.077	IT Tech	3	48	144		WS	desk, lockable storage
3.078	Conference Room - Medium	1	250	250			6-8 person, dedicated
3.079	IT Lab & Storage	1	600		600		shelving and open space, multiple electrical outlets
3.080	Surplus Equipment Storage/Warehouse	1	600		600		shelving and open space
			Net Area SF	2,518	1,200	Net Area SF	
			Circulation 30%	755	360	30%	
			Total Staff/Support Usable SF	**3,273**	**1,560**	**Total Public/Special Use Usable SF**	
			Division Total Staff/Support Usable SF	**12,485**	**9,887**	**Division Total Public/Special Use Usable SF**	

Strategic Development and IT: Functional Relationships/Adjacencies

The Strategic Development & IT area will be located adjacent to the Materials Warehouse and Receiving Dock. The storage and warehouse space for this area may be combined with the Materials Warehouse to gain overall space efficiency.

Figure 2-8
Fiscal and Material Management Adjacency



4.0 Field Operations Division

The Field Operations Division supervises all active offenders and field staff statewide. Division staff are also responsible for re-entry supervision programs, sex offender supervision, and the Ignition Interlock program. Two other sub-divisions that fall under the oversight of the Field Operations Division are Special Operations and Interstate Compact.

Field Operations

Field Operations has the responsibility of supervising over 30,000 active offenders in the state as well as the field staff in each of South Carolina's 46 counties.

The Rehabilitative Services sub-section is comprised of three sections: Research and Evaluation, Mental Health, and Re-entry Centers. In addition, the Field Operations Programs sub-section is responsible for the implementation and maintenance of programs and initiatives through data gathering, research and planning, and policy development.

There are currently 21 staff assigned to this area. There is anticipated growth of 7 additional positions within the next 10 years. Staff will be located in a combination of offices and workstations, and there will be a small suite of small workstations available for field staff use when their work brings them to the central office.

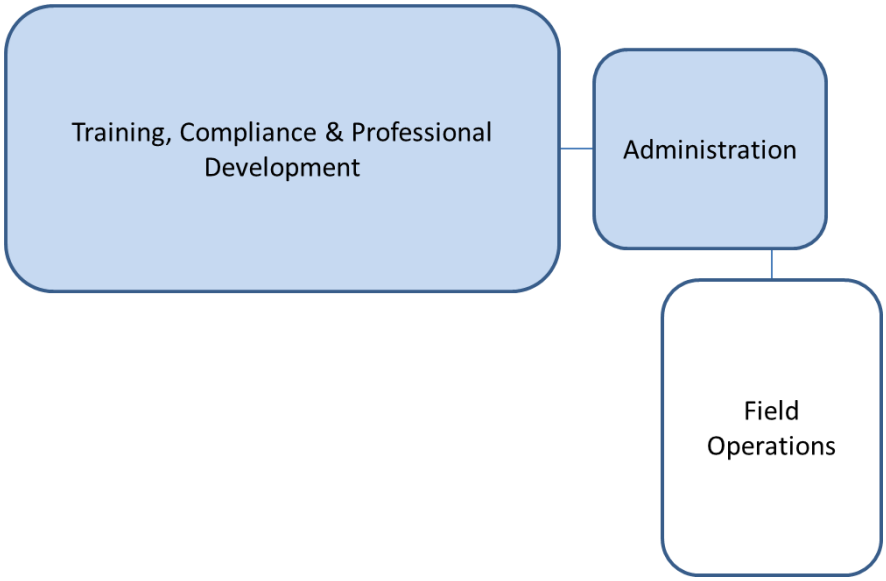
Table 2-9
Field Operations Division – Field Operations

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
4.000	**Field Operations Division**						
	Field Operations						
4.001	Deputy Director - Field Ops	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
4.002	Assistant Deputy Director	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
4.003	Executive Admin Assistant	1	120	120		SO	desk, 2 side chairs, & credenza
4.004	P&P Manager II	5	48	240		WS	desk, lockable storage
4.005	Conference Room - Large	1	350	350			10-12 person, dedicated
4.006	Dir of Field Ops Programs	1	180	180		EO	adjacent to Research and Eval, desk, 2 side chairs, credenza, & meeting table with 4 chairs
4.007	Program Coordinator	4	120	480		SO	desk, 2 side chairs, & credenza
4.008	Field Officer Workstations	4	25	100		SW	desk, lockable storage, can be in a shared room
4.009	LEO Manager II	1	25	25		SW	desk, lockable storage
4.010	Project Assistant	1	48	48		WS	desk, lockable storage
4.011	IIDP Program Director (Ignition Interlock)	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
4.012	Program Coordinator	2	48	96		WS	desk, lockable storage
4.013	Program Assistant	2	48	96		WS	desk, lockable storage
4.014	Research & Eval Project Admin	1	120	120		SO	desk, 2 side chairs, & credenza
4.015	Program Coordinator II	3	48	144		WS	desk, lockable storage
			Net Area SF	2,539	0	Net Area SF	
			Circulation 30%	762	0	30%	
			Total Staff/Support Usable SF	**3,301**	**0**	**Total Public/Special Use Usable SF**	

Field Operations: Functional Relationships/Adjacencies

The Field Operations area does not require adjacency with any particular division.

Figure 2-9
Field Operations Adjacency



Special Operations

The Special Operations Division is comprised of two sections: Special Operations and Fugitive Information and Offender Surveillance (FIOS).

Special Operations develops, manages and delivers specialized training to the law enforcement staff of the agency. Among other duties and responsibilities, Special Operations is responsible for the maintenance of agency-issued firearms, programs and maintains agency 800 MHz radios, assists with developing Emergency Response Team plans, and assists the county offices with large warrant service/sweeps. There are currently 3 staff assigned to this area, and there is no anticipated growth within the next 10 years.

FIOS serves as Terminal Agency Coordinator for the National Crime Information Center (NCIC) and coordinates NCIC certification training for the agency. When any law enforcement agency receives a "hit," indicating an outstanding warrant or hold from the SCDPPPS, an inquiry is sent to FIOS. Within 10 minutes of receiving this inquiry, FIOS is required to respond to the validity of the hit. The Data Coordinators will be assigned to workstations in a large room containing the fugitive files.

Due to the types of equipment stored in the Special Operations section, this area must be secure and allow only restricted access. In addition, the FBI NCIC and SLED require that space for the FIOS must also be secure and allow only restricted access.

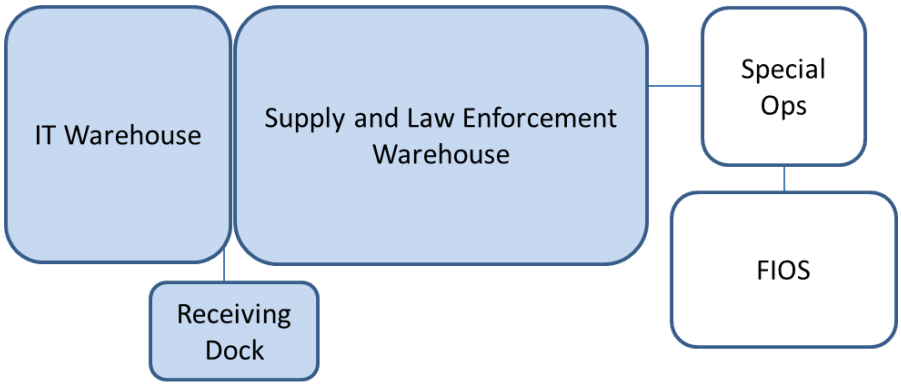
Table 2-10
Field Operations Division – Special Operations

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
4.000	**Field Operations Division**						
	Special Operations						Adjacent to Training, Procurement & Warehouse
5.013	Director of Special Operations	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
5.014	Special Operations Agent	2	120	240		SO	desk, 2 side chairs, & credenza
5.015	Armory	1	260		260		secure cabinets for guns, ammo, chemical weapons
5.016	Confiscated Contraband Storage	1	100		100		gun safes
5.017	Equipment Maintenance & Repair	1	160		160		2 workstations, work bench, cabinets and shelving
5.018	Storage/work room	1	120	120			print/copier, shelving for supplies, work table
5.019	FIOS Supervisor	1	120	120		SO	desk, 2 side chairs, & credenza
5.020	Data Coordinator I	3	48	144		WS	inside FIOS File Room. desk, lockable storage
5.021	FIOS File Room	1	740	740			lateral file cabinets
			Net Area SF	1,544	520	Net Area SF	
			Circulation 30%	463	156	30%	
			Total Staff/Support Usable SF	**2,007**	**676**	**Total Public/Special Use Usable SF**	

Special Operations: Functional Relationships/Adjacencies

The Special Operations areas require adjacency with Training and the Procurement Warehouse.

Figure 2-10
Special Operations Adjacency



Interstate Compact

The staff in this area are responsible for tracking and making arrangements for offenders to move out of/in to the state of South Carolina. Each agent handles between 260 and 300 offender cases. Violation hearings are scheduled monthly were offenders are required to travel to the SCDPPPS central offices. Nine staff are assigned to this area, and the majority will be assigned to open workstations. It is anticipated that one additional staff will be added within the next 10 years.

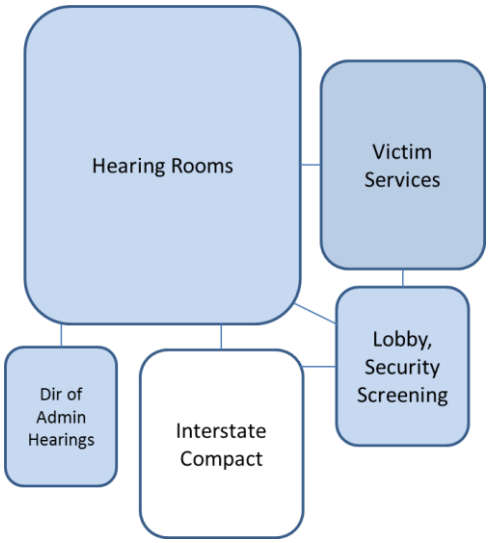
Table 2-11
Field Operations Division – Interstate Compact

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
4.000	**Field Operations Division**						
	Interstate Compact						Adjacent to Parole Hearing Room
5.022	Compact Administrator	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
5.023	ISC P&P Agent	5	48	240		WS	desk, lockable storage
5.024	ISC Coordinator	2	48	96		WS	desk, lockable storage
5.025	Program Assistant	1	48	48		WS	desk, lockable storage
			Net Area SF	564	0	Net Area SF	
			Circulation 30%	169	0	30%	
			Total Staff/Support Usable SF	**733**	**0**	**Total Public/Special Use Usable SF**	
			Division Total Staff/Support Usable SF	**6,041**	**676**	**Division Total Public/Special Use Usable SF**	

Interstate Compact: Functional Relationships/Adjacencies

The Interstate Compact section will be adjacent to the Lobby/Security Screening area as some offenders will be required to report to this area monthly. The section will also be adjacent to the Hearing Rooms in the Parole Board Division.

Figure 2-11
Interstate Compact Adjacency



5.0 Legal Services and Policy Division

This division is comprised of three sections; General Counsel, Administrative Hearings, and Parole Board Support.

The General Counsel staff address law suits for the agency, deal with Human Resource issues, and handle Ignition Interlock appeals in collaboration with the Department of Motor Vehicles.

The Office of Administrative Hearings and the Office of Parole Board Services schedule, coordinate and manage administrative hearings as well as in-person and remote hearings for probation, parole and pardons.

There are currently 19 staff assigned to this area. There is anticipated growth of three additional positions within the next 10 years.

Table 2-12
Legal Services and Policy Division

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
5.000	**Legal Services & Policy Division**						
5.001	Deputy Dir for Legal and P&P	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
5.002	Admin Assistant III	2	120	240		SO	desk, 2 side chairs, & credenza
5.003	General Counsel	2	180	360		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
5.004	Attorney	2	180	360		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
5.005	Director of Accreditation Management	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
5.006	Project Assistant	1	48	48		WS	desk, lockable storage
5.007	Agent Liaison	1	48	48		WS	desk, lockable storage
5.008	Dir of Rehabilitative Services	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
5.009	Director of MH Services	1	120	120		SO	desk, 2 side chairs, & credenza
5.010	Reentry Center Director	1	120	120		SO	desk, 2 side chairs, & credenza
5.011	Program Assistant	1	48	48		WS	desk, lockable storage
5.012	Volunteer/Intern	2	48	96		WS	desk, lockable storage
5.013	Director of Administrative Hearings	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
5.014	Project Assistant	1	48	48		WS	desk, lockable storage
5.015	Chief Hearing Officer	1	120	120		SO	desk, 2 side chairs, & credenza
5.016	Hearing Officer/Intern	1	48	48		WS	desk, lockable storage
5.017	Parole Board Administrator	1	180	180		EO	desk, 2 side chairs, credenza, & meeting table with 4 chairs
5.018	Administrative Hearing Room	2	120		240		seating for 5, small table, camera and monitor with video conferencing capability
5.019	Director of Parole Board Support	1	180	180		EO	Adjacent to Parole Hearing Room & Victim Svcs, desk, 2 side chairs, credenza, & meeting table with 4 chairs
5.020	Program Coordinator II	2	48	96		WS	desk, lockable storage
5.021	Project Administrator	1	48	48		WS	desk, lockable storage
5.022	Pardon Coordinator	1	48	48		WS	desk, lockable storage
5.023	Program Coordinator I	1	120	120		SO	desk, 2 side chairs, & credenza
5.024	Program Coordinator I	1	48	48		WS	desk, lockable storage
5.025	Data Coordinator	1	48	48		WS	desk, lockable storage
5.026	Records Analyst	1	48	48		WS	desk, lockable storage
			Net Area SF	3,192	240	Net Area SF	
			Circulation 30%	958	72	30%	
			Division Total Staff/Support Usable SF	**4,150**	**312**	**Division Total Public/Special Use Usable SF**	

Legal Services and Policy: Functional Relationships/Adjacencies

The Legal Services and Policy area may interact will all divisions, but will have the most interaction with the Executive Offices.

Figure 2-12
Interstate Compact Adjacency

6.0 Parole Board

The South Carolina Board of Paroles and Pardons is composed of seven members, one from each of the state's six congressional districts and the seventh in an at-large capacity. The Board is vested with the following statutory powers:

- Granting or denying paroles and pardons,
- Revoking, modifying, or rehearing paroled, and
- Making recommendations on petitions for reprieves and commutations referred by the Governor.

The Parole Board area is where offenders, victims, law enforcement, families and witnesses come to participate in administrative hearings as well as probation, parole and pardon hearings.

Individuals that arrive for a hearing must enter through the public lobby and submit to a security screening of their person and belongings before entering the hearing area. Parties will check-in at the staff desk before proceeding to the victim waiting area. When called by a staff member, they may then proceed to one of the hearing rooms. At the conclusion of the hearing, parties will be directed to one of two verdict waiting rooms. Once the Board has reached a decision, a staff member will inform the parties of the decision, and the parties will then exit the building.

Hearings primarily take place every Wednesday, and there are typically 50-65 cases heard by the full Board. Most months have two Wednesdays set aside for "Double Panel" days. These are days when more as many as 130 cases can be heard. On these days the Board will divide and hold hearings in two separate hearing rooms simultaneously.

The hearing rooms will be secure, and staff will strictly control access to these spaces. Board members will enter the building through a separate entrance from the public lobby, and they will enter and exit the hearing rooms through a separate, secure door than the public.

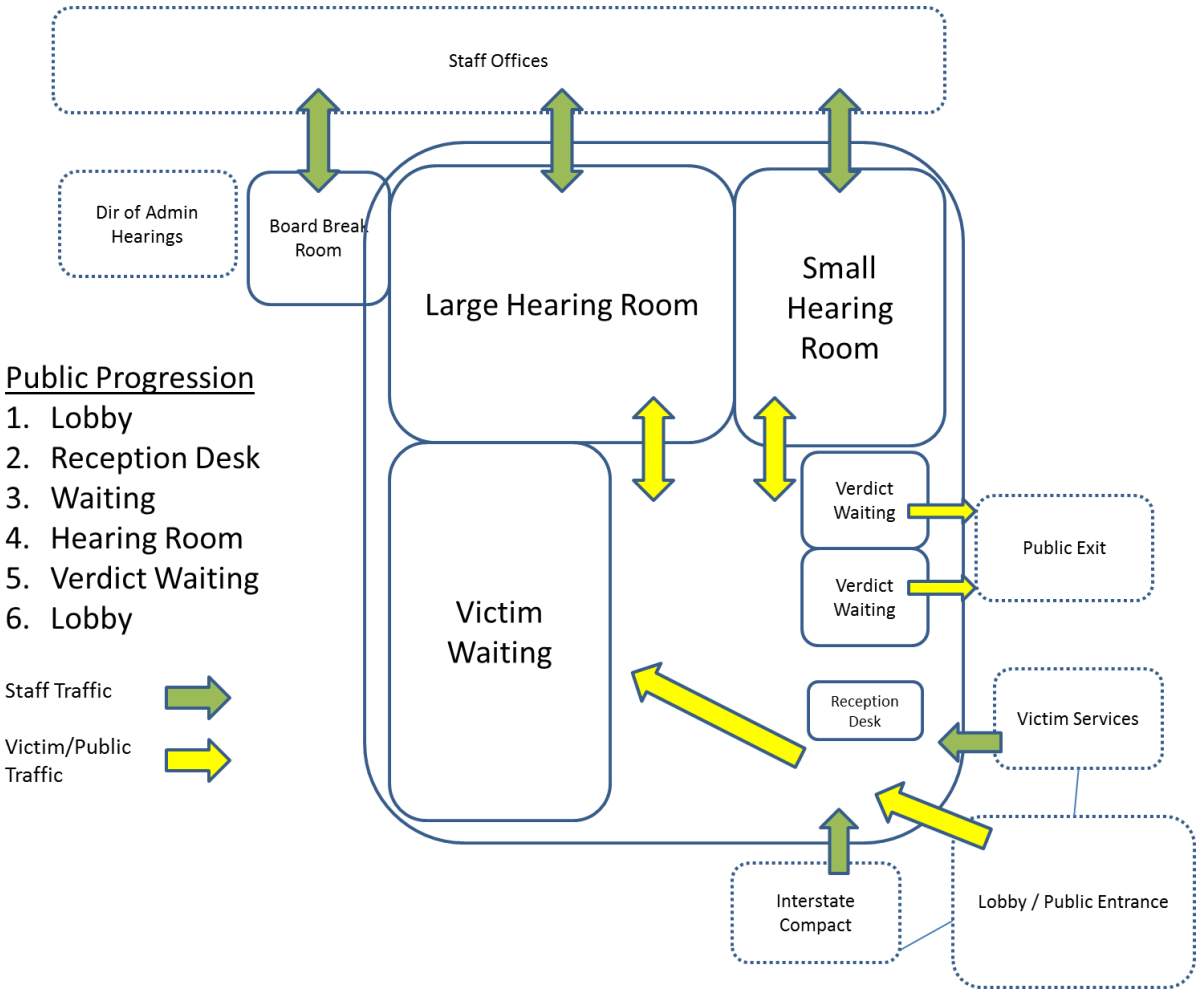
Table 2-13
Parole Board

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
6.000	**Parole Board**						
6.001	Hearing Room (large)	1	1,100		1,100		arched seating/table arrangement for 7 Board members with power outlets,4 workstations for staff, chairs for 3 victims, gallery for 20, teleconferencing equipment
6.002	Hearing Room (small)	1	700		700		seating/table arrangement for 4 Board members with power outlets, 2 workstations for staff, chairs for 3 victims, gallery for 10, teleconferencing equipment
6.003	Break Room	1	200		200		for Board members, counter, sink, cabinets, refrigerator, microwave, table & chairs
6.004	Staff Stations	2	48	96		WS	at entry to Victim Waiting, check-in, traffic control, desk, lockable storage
6.005	Victim Waiting	1	1,000		1,000		comfortable seating for 70
6.006	Verdict Waiting Room	2	120		240		comfortable seating for 8, separate from Victim Waiting, can double as a meeting room on off days
6.007	Copy/Print Alcove	1	40	40			adjacent to Staff Stations
			Net Area SF	136	3,240	Net Area SF	
			Circulation 30%	41	972	30%	
			Division Total Staff/Support Usable SF	**177**	**4,212**	**Division Total Public/Special Use Usable SF**	

Parole Board: Functional Relationships/Adjacencies

The Parole Board will be adjacent to the Lobby/Security Screening area, Victim Services and the Interstate Compact areas.

Figure 2-13
Parole Board Adjacency



7.0 Shared Spaces

There are many support spaces in an office environment that are commonly used by most, if not all, divisions. Storage and file rooms, conference and meeting rooms, and break areas are some examples of these types of spaces. To maximize the efficiency of these support spaces, there are several storage/work rooms and file rooms that have been planned to be shared between more than one division.

Some divisions will have dedicated file rooms and meeting rooms based upon the nature of the work performed in that area. Human Resources and Fiscal Management are two examples of areas that require dedicated, secure file rooms. The Training area has a dedicated break room for students to access before and between training sessions.

Table 2-14
Shared Spaces

Code	Component	Number of Areas	Space Standard	Staff/ Support NSF	Public/ Special Use NSF	Staff Space Type	Comments
	Probation, Parole & Pardons						
7.000	**Shared Spaces**						
7.001	Storage/work room	6	160	960			print/copier, shelving for supplies, work table
7.002	File Room	5	300	1,500			secured, high density file storage
7.003	Focus/privacy room	4	50	200			table and chair
7.004	Conference Room - Large	3	350	1,050			10-12 person, AV equipped
7.005	Conference Room - Medium	4	250	1,000			6-8 person, AV equipped
7.006	Conference Room - Small	4	120	480			2-4 person, AV equipped, one adjacent to Interstate Compact
7.007	Commission for the Blind Vending Area	1	500		500		vending area for staff and visitors with tables & chairs
7.008	Pantry/Break Room	2	200	400			counter, sink, cabinets, refrigerator, microwave, table & chairs
			Net Area SF	5,590	500	Net Area SF	
			Circulation 30%	1,677	150	30%	
			Division Total Staff/Support Usable SF	**7,267**	**650**	**Division Total Public/Special Use Usable SF**	

Shared Spaces: Functional Relationships/Adjacencies

These shared spaces will be equitably located throughout the agency spaces so each division will have the necessary shared support spaces close-by. As a location has yet to be determined for the SCDPPPS relocation, a definitive layout cannot be determined at this time.

The Boudreaux Group
1330 Lady Street, Suite 500
Columbia, SC 29201
803.799.0247

BoudreauxGroup.com

CGL
A Hunt Company
1619 Sumter Street
Columbia, SC 29201
803.765.2833

CGLcompanies.com

EXHIBIT C
STATE OWNED SITES UPON WHICH A NEW BUILDING MAY BE CONSTRUCTED

10311 Wilson Blvd

Property Summary:

State owned property located at 10311 Wilson Blvd. The site currently houses the Department of Motor Vehicles and Department of Public Safety. Site utilities are generally available to the property and no unusual site development conditions have been identified.

8500 Farrow Road

Property Summary:

State owned property located at 8500 Farrow Road, also known as State Park. The site currently houses the Department of Archives and History along with various other buildings on site which are used by multiple State Agencies. There are currently several abandoned buildings on site which will be considered for demolition. Site utilities are generally available to the property and no unusual site development conditions have been identified.

EXHIBIT D
BUILDING PERFORMANCE SPECIFICATION – BUILD TO SUIT OPTION
(NARRATIVE)

GENERAL STANDARDS

Buildings are to be provided using the Building Performance Specification listed under Exhibit E as minimum standards for what will be considered acceptable for a new building. Items or products which exceed the standards listed will also be accepted. Admin will be the sole entity to determine if proposed products, finishes, building systems, etc. are equal to those listed in the Building Performance Specification. Alternate systems and products will be considered. Submit substitution request for approval prior to bidding along with a description describing the reason for the substitution.

CODE COMPLIANCE

All buildings are to be constructed to comply with the most current Codes adopted by the local authority having jurisdiction. It is the responsibility of the building Owner to determine and comply with the most current codes. All references to the "Code" in Exhibit E refer to the most recently adopted building codes. In addition to complying with the most current building code, the Office of the State Engineer will also review the project for compliance with State Building Codes and Standards. All buildings are to comply with all appropriate zoning requirements including but not limited to setbacks, landscape requirements, building height limitations, and parking requirements.

BUILDING DESIGN

The building is to be designed as a Class A or B office space which reflects the professional values and fiscal responsibility of the State of South Carolina. Public areas are to be welcoming and clearly configured so it is easy for citizens to navigate to whichever department they need to visit. Generally the building frame is to be constructed using non-combustible materials such as concrete or steel which will last decades. Exterior materials are to be durable and timeless such as stone, brick, or metal. Materials that are not long lasting such as EIFS will not be accepted. Interior finishes are to be long lasting, low maintenance, and easily cleaned. Carpet, ceramic tile, vinyl tile, linoleum, terrazzo, and solid surface materials are all examples of these types of materials. Women's and men's restrooms are to be provided as part of the building core and are to be complete with all plumbing fixtures to meet existing code requirements for occupant load plus one fixture per toilet room and ADA. In addition, provide one fully ADA compliant unisex restroom per floor complete with toilet fixture, sink, and all accessories.

EXHIBIT D
BUILDING PERFORMANCE SPECIFICATIONS – BUILD TO SUIT OPTION
(DETAILED)

OUTLINE SCOPE DOCUMENT FOR THE DESIGN AND CONSTRUCTION
FOR A BUILDING TO BE CONSTRUCTED

TABLE OF CONTENTS

02000 EXISTING CONDITIONS
03000 CONCRETE
04000 MASONRY
05000 METALS
06000 CARPENTRY AND MILLWORK
07000 THERMAL AND MOISTURE PROTECTION
08000 DOORS AND WINDOWS
09000 FINISHES
10000 SPECIALTIES
11000 EQUIPMENT
14000 CONVEYING SYSTEMS
21000 FIRE SUPPRESSION
22000 PLUMBING
23000 HEATING VENTILATING AND AIR CONDITIONING
26000 ELECTRICAL
31000 EARTHWORK
32000 EXTERIOR IMPROVEMENTS
33000 UTILITIES

QUALIFICATIONS

The "Project" refers to the work to be completed by Landlord or Builder at Landlord's or Builder's cost.

03000 CONCRETE

1. **CONCRETE FOUNDATIONS**: Foundations for the building shall consist of structurally sound foundations as needed based on soil and other conditions as required by the final structural design and geotechnical investigation performed on the site.

2. **FIRST LEVEL**: The first level shall slab on grade as defined by structural needs.

3. **SLAB ON STEEL FRAME SUPPORTED DECK (IF MULTI-STORY)**: Concrete slab on metal deck construction shall be lightweight concrete over metal deck as required by structural engineer. Concrete slabs shall be treated as required and leveled to industry standards for office application.

4. **STAIR TREADS**: Metal pan stair treads and landings shall be provided with concrete fill, troweled smooth and sealed.

5. **OFFICE BUILDING PRECAST CONCRETE**: Building exterior may be faced with non-load bearing architectural precast panels which shall have acid-etched or sandblasted finish. Precast concrete panels shall be suspended from structure by means of steel connections. After erection, precast concrete panels will be caulked. As an option, split face concrete block may be used.

04000 MASONRY

1. **CONCRETE MASONRY UNITS**: Interior walls for stair towers may be constructed of light weight masonry concrete block to achieve lateral support. Block walls are to be reinforced as required to meet structural requirements. If used as a veneer, concrete blocks are to be attached to the structure using adjustable masonry veneer anchors. Flashings and weeps shall be provided at exterior walls as required for control of water infiltration. Concrete masonry is to be constructed per NCMA guidelines for best practices.

2. **UNIT MASONRY**: Unit masonry may be used as an exterior finish material. If used as a finish material, a cavity wall condition is to be used and masonry units are to be secured to the structure using adjustable veneer anchors. Flashings and weeps shall be provided at exterior walls as required for control of water infiltration. Unit masonry is to be constructed using BIA guidelines for best practices.

3. **STONE CLADDING:** Stone cladding such as limestone or granite may be used as an exterior finish material. Stone panels are to be secured to the structure per recommendations from the structural engineer and stone mason. Stone on lower levels is not to be porous or capable of absorbing dirt. Sealers to achieve this affect are not acceptable.

4. **CAST STONE MASONRY:** Cast stone may be used as an exterior finish material as an accent or as a major finish component. Install stone as recommended by the Cast Stone Institute including all flashings and accessories for a complete system. Secure to the structure per structural engineers recommendations.

05000 METALS

1. **BUILDING STRUCTURAL SYSTEM**: The structural framing system for the building shall consist of a structural steel composite design system, with steel columns, beams, purlins, and metal deck with concrete topping at floors, and metal deck at the roof level(s). Column locations shall be as required to achieve spans appropriate for office applications. Building live load criteria shall be as follows:`

   A. **OFFICE BUILDING FLOORS**: A floor live loading of 80 lb. per square foot plus 20 lb. per square foot partition allowance.
   B. **STORAGE AREAS:** Where required by the program, provide 125 lb. per square foot capacity minimum. Confirm requirements with the Owner prior to final design.
   C. **ROOF**: Provide capacity to accommodate snow and wind loading as required by Code.
   D. **BUILDING STORY HEIGHTS** shall be as follows: **Building floor to floor height** of 14'-0" (typically) shall be provided to accommodate a minimum finished ceiling height of 9'- 0".

2. **ELEVATOR PENTHOUSE/ STAIR EXTENSION**: A penthouse enclosure shall be provided as required consisting of structural steel columns, beams, bar joists and metal deck with insulated, pre-finished metal panel siding system.

3. **MISCELLANEOUS METALS**: Interior stairs shall consist of concrete filled steel pan treads and landings, plate stringers and steel tube handrails as required. Steel tread dock stairs, access ladders, tie-backs for window washing, and concrete filled pipe bollards shall be provided as needed.
4. **DECORATIVE METAL RAILINGS**: Decorative metal railings may be used in high profile areas. Metal finish may be bronze or stainless steel. Install per manufacturers recommendations.

06000 CARPENTRY AND MILLWORK

1. **RESTROOM VANITIES**: Restroom vanities shall be Corian or comparable sustainable solid surface material. An under counter sink and backsplashes at sides, rear and front apron is to be provided.

2. **ARCHITECTURAL MILLWORK:** Architectural millwork shall be faced with plastic laminate on the visible vertical and horizontal surfaces. Interior surfaces shall be faced with melamine. Millwork is to be constructed per AWI guidelines "Custom Grade". Hardware is to be heavy duty commercial grade.

3. **WOOD TRIM:** Stained or painted wood trim may be used in high profile areas.

4. **MISCELLANEOUS CARPENTRY**: Roof cants, curbs, and other miscellaneous blocking shall be provided as required using treated wood materials.

07000 THERMAL AND MOISTURE PROTECTION

1. **DAMPPROOFING**: A bituminous damp proofing with protection board and drain tile shall be applied to below grade walls.

2. **BUILDING INSULATION**: The overall building thermal envelope shall conform to the requirements of the local Energy Code.

   A. **EXTERIOR CURTAINWALL INSULATION**: If applicable, exterior curtain wall spandrel panels shall be insulated with semi-rigid mineral wool (or fiber batt) insulation with a foil-faced vapor barrier. Vision glass units shall be double pane insulated units to provide an approximate overall U value of 0.23.
   B. **EXTERIOR PRECAST WALLS**: If used, exterior precast wall panels shall be backed with semi-rigid mineral wool insulation with a foil-faced vapor barrier.
   C. **PERIMETER SUBGRADE WALLS**: Perimeter concrete subgrade foundation walls shall be insulated as required by Code.
   D. **ROOF INSULATION**: Roof areas shall be insulated with rigid polyisocyanurate insulation installed to provide a minimum R value of 30 or better. A thermal barrier shall be provided on the metal roof deck where required by fire or building codes.
   E. **EXTERIOR WALLS:** Exterior wall insulation shall consist of extruded polystyrene rigid boards installed to form a continuous insulating barrier with fiberglass batt insulation as required by code. Minimum R value of exterior walls is to be per local energy code.

3. **AIR AND VAPOR BARRIERS**: A continuous air barrier shall be provided at exterior walls. Air barrier shall be continuous and shall be sealed to adjacent materials to provide an uninterrupted seal. Barrier shall be vapor permeable.

4. **ROOFING SYSTEM**: The roofing system shall consist of a two-ply SBS Modified roof system over rigid insulation. Roof edge fascia and other visible flashings shall be prefinished metal. Roof areas shall drain to interior roof drains. The roofing system shall be guaranteed free from defects for a minimum period of twenty (20) years by the roofing system manufacturer.

5. **FIREPROOFING**: Structural steel elements will be fireproofed as required by Code, and fire safing insulation will be installed at slab perimeters to accomplish code separations where required. All penetrations through fire separations will be sealed using means approved by Code and the local authority having jurisdiction.

6. **SEALANTS**: Joints are to be sealed using either silicone or urethane sealants as appropriate for the application which they are to be installed.

08000 DOORS AND WINDOWS

1. **PEDESTRIAN DOORS**:

A. **WOOD DOORS**: Wood doors shall be 3'-0" x 7'-0", solid core wood with stained and sealed, premium grade, plain sliced maple veneer. Doors are to be used for all offices, break rooms, conference rooms, restrooms, interior storage rooms, stair enclosures, and any other interior rooms not designated otherwise.

B. **HOLLOW METAL DOORS**: Hollow metal doors shall be 3'-0" x 7'-0", flush face panel design. Exterior hollow metal doors shall be insulated and weather-stripped. Hollow metal doors shall be painted. Hollow metal doors shall be used at all secondary entries and roof access.

C. **HOLLOW METAL FRAMES**: Wood doors, hollow metal doors, and interior glazing shall be set in 1-1/2" painted hollow metal frames.

D. **FINISH HARDWARE**: Door hardware shall be manufactured by Schlage, Yale, Corbin or equal commercial grade, US26D finish, with its function appropriate for its intended usage. The keying system shall allow doors to be keyed alike within a given area and tied into a building master.

2. **OVERHEAD DOORS**: Overhead doors provided at the loading dock shall be power operated insulated steel sectional doors with overhead track and weather-stripping. Hardware groups shall include ball bearing butts. A minimum of two (2) dock doors complete with levelers, dock lights shall be provided.

3. **WINDOW SYSTEMS**: Exterior windows shall include one inch thick, Low E clear insulated glass units set in aluminum frames with a thermal-break design. Areas behind glass spandrel sections shall be insulated. Entrance door frame finish shall match window framing system. Aluminum thresholds shall be provided for exterior doors. Panic devices shall be provided at entrance doors where required by code. Full sized mirrors shall be provided above toilet room vanities.

09000 FINISHES

1. **BUILDING FINISHES**: Building interior finishes shall be provided as noted below:

A. First Floor Public Areas

1) Upgraded finishes for floor, wall and ceiling materials shall be painted gypsum board, porcelain tile, carpet, and wall fabrics. Finishes to be determined by final design.

B. First Floor Level Elevator Lobbies

1) Floor shall be ceramic tile
2) Walls shall be painted gypsum board with possible wood panel accents.
3) Brushed stainless steel elevator entrances.
4) Painted gypsum board/ACT ceilings.

C. Typical Elevator Lobbies (All other levels):

1) Floor shall be carpet or ceramic tile.
2) Walls shall be painted gypsum board with possible wood panel accents.
3) Brushed stainless steel elevator entrances.
4) Painted gypsum board/ACT ceilings.

D. Typical Office Area (All levels):

1) Floor shall be carpet
2) Walls shall be painted gypsum board.
3) ACT ceilings.

E. Typical Conference Rooms:

1) Floor shall be carpet
2) Walls shall be painted gypsum board. 20% of conference rooms are to include wall covering on walls in place of painted gypsum board.
3) Painted gypsum board/ACT ceilings.

F. Stair Towers:

1) Sealed concrete floors
2) Painted gypsum board walls
3) Painted steel stair, handrail and exposed pipe
4) Door, frame and hardware per code painted on inside face only
5) Painted walls, carpeted floors

G. Utility, Storage, Maintenance and Dock area:

1) Dustproof sealed concrete floor.
2) Exposed gypsum board walls, taped and sanded.
3) Ceiling exposed to structure.

H.**Elevator Car Finishes**: Manufacturer's standard finishes shall be reviewed with Tenant prior to order.

I. Toilet Rooms

1) Porcelain tile floor and coved base.
2) Ceramic tile walls (wet walls only), and vinyl wallcovering on other walls.
3) Ceilings shall be ACT.
4) Vanities shall be Corian or comparable material with an under counter sink.
5) Mirrors shall be full length across vanity and to ceiling.

2. FLOORS: All proposed building floor slabs shall be smooth concrete access floor panels ready to receive carpet or common finishes.

3. WALLS: Unless indicated otherwise, the Project shall construct interior partitions with one layer of 5/8" gypsum wallboard applied to each side of 25 gauge metal stud framing members spaced at 16" o.c. Core area and common corridor partitions shall extend from floor to bottom of the structure, insulated as required. Acoustic insulation shall be provided at toilet room, office, and conference room walls. Fire rated wall assemblies shall be provided where required by code. All gypsum board walls shall be taped and sanded ready to receive finishes.

4. ACOUSTICAL CEILINGS: Acoustical ceiling systems shall consist of an exposed metal grid system with lay-in ceiling board units as follows: 24" x 24" x 5/8" white mineral fiber tile with reveal edge set in 15/16" white metal grid system.

5. CARPET: Carpet shall be installed by the direct glue method.

6. CERAMIC TILE: Ceramic tile shall be set by the thin-set method. Floor and wall layouts shall have multiple color banded patterns.

7. PAINTING & WALLCOVERING: Wood doors and other finished hardwood shall be sealed, painted or varnished. Door frames, metal doors, metal stairs and railings shall be painted. Exposed exterior wood, ferrous metals and equipment shall be painted, unless provided with a factory-applied finish. Paint materials and coverage shall be acceptable for each application and exposure.

10000 SPECIALTIES

1. **TOILET PARTITIONS AND ACCESSORIES**: Toilet partitions shall be floor mounted wall, supported metal partitions with baked enamel finish complete with door latch, rubber stop and coat hook at each stall. Matching screens shall be provided between urinals. The following accessories shall be provided:

   A. Toilet Tissue Dispenser: One at each toilet stall.
   B. Paper Towel Dispenser: One per lavatory, maximum of two per toilet room.
   C. Soap Dispenser: One at each lavatory.
   D. Grab Bars: As required by handicapped code.
   E. Feminine Napkin Receptacles: One at each woman's toilet stall.
   F. Feminine Napkin Dispensers: One at each women's toilet room.

2. **FIRE EXTINGUISHERS**: Fire extinguishers shall be provided in common areas as required by local fire codes. Fire extinguishers shall be housed in painted semi-recessed metal cabinets in finished areas and surface mounted in unfinished areas.

3. **SIGNS**: Code required building and signs shall be provided including toilet room signs, handicapped parking signs and traffic control signs, elevator lobby signs, main building directory.

4. **WINDOW COVERINGS**: Horizontal metal slat one inch louver blinds shall be installed on the inside of the exterior window openings, manual control to raise and lower by cord, and blade angle adjustable by control wand. Window blind operation shall be reviewed with Tenant prior to order.

11000 EQUIPMENT

1. **DOCK LEVELERS**: Dock levelers shall be provided at dock doors and shall be manual 6' x 8', 20,000-pound capacity levelers installed complete with bumpers.

2. **WINDOW WASHING EQUIPMENT**: Safety Tie-offs will be provided.

14000 CONVEYING SYSTEMS

1. **ELEVATOR**: Office building elevators shall be provided as follows:
   A. Passenger Elevators: Passenger elevators will provide service with an interval of 25 to 30 seconds and a handling capacity of 12 to 14 %. Cabs will be 3500# with a swing service car. Elevators are to be either hydraulic or machine room-less type. Include security card access security integration.

21000 FIRE SUPPRESSION

1. **FIRE PROTECTION**:
   A. Fire pump (if required) to serve stand pipes and automatic sprinklers.

B. **Wet standpipes** per NFPA 14 in each exit stair, interconnected, piped to the fire pump and a fire department connection on the building exterior.

C. **Wet sprinkler system**, hydraulically calculated, for the hazard rating encountered per NFPA 13.

D. **All sprinkler products** must be approved and U.L. labeled**.**

E. **All necessary pressure reducing valves, zone valves, flow switches,** drains etc. for a complete system

F. **Dry standpipe system** at parking structure with Fire Department connections as required by the local Fire Officials

G. **Dry automatic sprinkler system** at enclosed portion of parking structure as required

H. **Materials:** Electric resistance welded ASTM A-135 XL lightweight galvanized steel pipe.

22000 PLUMBING

1. PLUMBING BASIC MATERIALS:

A. **Waste, Vent And Rain Water**: No-hub cast iron.

B. **Potable Water**: Three inches and smaller type "L" copper and four inches and larger galvanized steel, schedule 40 with grooved fittings.

2. SANITARY SYSTEM:

A. Continuous waste and vent to all plumbing fixtures and drains.

B. Two waste and vent risers (one each half of the building) for future tenant coffee stations in addition to valved and capped water and waste out of each toilet room.

C. Floor drain in each toilet room and mechanical space.

3. **STORM SYSTEM**:

A. Continuous flow roof drains with interior piping system.

B. Overflow drains.

C. All horizontal piping to be insulated.

4. **POTABLE WATER SYSTEM**:

A. Water pressure booster station as needed.

B. Complete distribution system to all plumbing fixtures.

C. Water heaters to be electric.

D. Sterilized per local code requirements.

5. **PLUMBING FIXTURES**:

A. **Water closets** - Wall hung, elongated bowls, flush valve. Quantity of water closets per floor will be adequate to meet applicable code.

B. **Lavatory** - Under counter - Vitreous china with single lever faucet, insulated tailpiece and trap to meet ADA requirements.

C. **Urinals** - Vitreous china, low flow, washout style, flush valve.

D. **Service sinks** - Floor mounted. Crushed stone and polyester resin construction. Double handle faucet with vacuum breaker, wall brace, pail hook and hose threaded spout.

E. **Electric water coolers** - Handicap accessible, with plastic bubbler and filling faucet. ANSI 117.1 and ARI Standard 1010-78 compliant.

23000 HEATING VENTILATION AND AIR CONDITIONING

1. HVAC DESIGN CRITERIA:

A. **Summer**

1) Outdoors: 92 db / 75 wb
2) Indoors: 78 db (per energy code) / 50% RH max

B. Winter

1) Outdoors: -16 db
2) Indoors: 72 db

C. Cooling Load

1) Population: 1 / 150 sf rentable

D. Ventilation

1) Outside Air: ASHRAE Std. #62-89
2) Total Supply Air: 1 cfm / sf rentable at office areas

2. HEATING, VENTILATION, AND AIR CONDITIONING: A complete mechanical system shall be provided throughout the building shell to accomplish heating, ventilation, and air conditioning as follows:

A. Building:

1) Make-up air provided by packaged rooftop DX cooling units with supply fans, return fans, chilled water coils and sound attenuators.
2) Uninsulated high pressure supply main ductwork.
3) Perimeter constant volume heating only fan coils.
4) Interior VAV boxes
5) Interior diffusers stockpiled only.
6) Electrical room and restroom exhaust fans.
7) Electric unit heaters for loading dock and vestibule(s).
8) Elevator shaft relief.

3. BUILDING AUTOMATION AND CONTROLS

A. All mechanical systems shall be controlled and monitored by a direct digital control (DDC) system complete with a personal computer interface with color graphics, modem, and trend logging capabilities.
B. All air handler functions shall be controlled by the DDC system.
C. All VAV box functions shall be DDC controlled.
D. All exhaust fans shall be DDC controlled.

4. TEST AND BALANCE:

A. All HVAC systems shall be performance tested and balanced to the design specifications.
B. Balancing shall be done by an independent test and balance (TAB) contractor.
C. TAB contractor shall provide a written report.

26000 ELECTRICAL

1. ELECTRICAL SERVICE AND DISTRIBUTION SYSTEM:

A. A complete electrical system shall be provided in accordance with applicable codes.
B. The service entrance shall be sized adequately to feed the building distribution system.
C. Multiple plug-in aluminum modular bus duct risers in building core from switchboards to electrical closets. Riser bus ways to feed lighting, low voltage and mechanical loads. Plug in fused disconnect switches to serve feeders for panel boards and other loads.
D. Lighting and mechanical equipment panel boards to be 277/480 volt, 3 phase, 4 wire. Two 225 AMP panels per floor minimum.
E. Furniture and Receptacle panel boards to be 120/208 volt, three (3) phase, four (4) wire. Two 225 AMP panels per floor, 42 circuits each minimum.

F. Step down transformers shall be provided as required. G. K rated transformers and 100% rated neutrals are not included.
G. Electrical rooms are served by 1,200 AMP bus ducts grounded per the National Electrical Code.

2. GROUNDING SYSTEM:

A. 350 MCM bare copper isolated ground conductor riser for all electrical telephone/data rooms, originating in the main switchboards, extended through stacked electrical rooms for transformer and miscellaneous ground connections. Ground bars shall tie to the main building system.

3. BRANCH CIRCUIT DEVICES:

A. Switches to be spec grade, 277 volt, 20 ampere toggle.
B. Duplex receptacles to be spec grade, 20 ampere, 250 volt rated.
C. Isolated ground receptacles shall be spec grade, 20 ampere, orange.
D. GFI outlets to be provided at all wet locations, equipment rooms, roof mounted equipment, and all exterior locations.

4. INTERIOR LIGHTING:

A. Office area lighting by 2x4 lay in parabolic direct/indirect T-8 fluorescent, electronic ballasts, manufactured wiring system (plug-in), stockpiled to provide 40-50 foot-candles at desktop.
B. Front Entrance & Elevator Lobby area(s) lighting by recessed 8 inch round, 26 watt, quad compact fluorescent down lights, electronic ballasts. Recessed HID down lights for high ceiling public areas.
C. Circulation corridors and Restrooms lighting by 2x2 Direct/Indirect fixtures.
D. Storage and equipment room areas by four foot, industrial, T-8 fluorescent, electronic ballasted fixtures, surface or chain hung for 30 foot-candles.

5. EXIT AND EGRESS LIGHTING:

A. Exit lights, LED type, at all egress pathways and exit doors.
B. Egress lighting will be selected room lights, stairwell lights, public area lights, for one foot-candle minimum lighting throughout the egress path.
C. Exit and egress lighting shall be tied to the building generator.

6. BRANCH CIRCUITRY:

A. 120 volt power will be solid copper conductor, THHN insulation, per NEC.
B. Lighting branch circuits above accessible ceilings will be MC type cable or manufactured type wiring system.

7. FIRE DETECTION AND ALARM SYSTEM:

A. Area smoke detectors in all elevator lobbies, electrical and telephone equipment rooms as required by code.
B. Duct smoke detectors in all air handling units and in ducts penetrating two hour fire smoke walls with remote LED indicators.
C. Horn or horn/strobe combination devices as required by code.
D. Water flow and tamper switch.
E. Remote monitoring by UL listed remote station capabilities.

8. VOICE/DATA COMMUNICATIONS CABLING:

A. MPOP room located on first floor for telephone glass fiber entrances to building connecting to AT&T systems and ultimately the SC State Fiber Network. AT&T 10 gbs fiber is to be brought into the building and terminated inside the main data room.
B. Telephone rooms will have combination conduit sleeves and raceway between floors for fiber and telephone vertical cable risers. All telephone cabling inside the building is to be Cat 6 cable.

C. Each telephone room will have multiple conduit sleeves through walls for tenant cable distribution.
D. Fire retardant plywood will be mounted on walls of telephone rooms with two 4-plex receptacles each room.
E. All data cabling is to be Cat 6 from data closets to data jacks. Provide fiber connectivity between data closets to main data room. Provide fiber connectivity from main data room to DoA / State of SC IT equipment located within the building.
F. Provide Direct TV connection into the building and terminate in main data room. Extend cabling for connection to devices in three (3) conference rooms or areas of the building.
G. Provide Smart UPS systems in main data room to power Tenants computer system.
H. All walls around main data room and data closets are to be continuous from floor to bottom of floor or roof deck above.

9. CARD ACCESS SYTEMS:

1. Card access system is to be provided by the building owner for use by the Tenant within common areas as well as within tenant's space. Assume 10% of doors will be on the card access system.

10. SITE LIGHTING: Parking and drive areas shall be lighted with pole mounted metal halide fixtures mounted on concrete bases, with time clock control.

31000 EARTHWORK

1. EARTHWORK: The Project shall provide all required site clearing, mass excavation and filling, structural excavation and backfill, and fine grading as required for the proposed structures, paved areas, and proper site drainage. Topsoil shall be stockpiled during construction from on-site materials and spread over disturbed areas to be landscaped with sod, seed or other plant materials. The Project has included earthwork required for a complete project.

32000 EXTERIOR IMPROVMENTS

1. BITUMINOUS AND CONCRETE PAVING: Bituminous and concrete paving shall be provided complete including curb cuts and driveways as indicated on the site plan. Cast-in-place concrete curb and gutter shall be provided at the perimeter of all paved parking and drive areas. Parking area striping and traffic markings shall be provided as indicated on the drawings.

2. SIDEWALKS: Sidewalks shall be constructed around the perimeter of the building and shall be concrete. Thickness to be determined based on soil conditions. Minimum width shall be 5'-0". Sidewalks shall be broom finished unless indicated otherwise on the drawings. Provide tactile warning surfaces as required by code.

3. LANDSCAPING: Site landscaping shall be designed and installed in accordance with the requirements of the Governing Municipality and as approved by Owner. An allowance shall be included to cover all seeding, sodding, imported topsoil, trees, mulch, edging, shrubbery, retaining walls, pavers and any other landscaping or irrigation systems required by the final landscaping design and such allowance meets or exceeds government standards.

33000 UTILITIES

1. UTILITIES: The Project shall provide on-site utility work required for connection to utility services. Fees imposed by serving utility companies for the installation of on-site electrical or gas mains shall be paid by the Project.

A. SANITARY SEWER: Sanitary sewer service shall be provided complete including connection to the sewer main in the street and an on-site sewer main to the building.

B. WATER: Water service shall be provided to the building for domestic water and fire protection systems complete including connection to the water main in the street and on-site water main to the building. In addition, water mains and fire hydrants shall be provided for fire service as required by the Municipal's Fire Marshall or the local authority having jurisdiction.

C. STORM DRAINAGE: Provisions shall be made for the proper drainage of storm water from roof and sidewalk areas.

D. ELECTRICAL: Electrical service to the building shall be provided by the serving utility company.

E. GAS: Gas service to the building shall be provided by the serving utility company.

F. TELEPHONE: Telephone service to the building shall be provided by the serving utility company.

QUALIFICATIONS

A. The following items should be included as part of the direct cost of the work and delivered turnkey as part of the project:

1. Kitchen equipment (refrigerator, microwave, vending equipment, etc.).
2. Furniture design and selection.
3. Special fire protection systems such as in-rack sprinklers, pre-action systems, halon or dry sprinkler systems.
4. Water treatment or conditioning.
5. Dismantling or installation of Tenant equipment, and electrical or mechanical connections to Owner equipment.
6. Dedicated electrical circuits or other special computer wiring.
7. Tenant Improvements. The cost of Tenant Improvements should include an allowance of $20 PSF for FF & E. The FF & E allowance may be used at the state's discretion regarding its furniture and equipment needs. However, it is expected that the allowance will be used to purchase workstations and some conference room furniture. PPP will move and re-use much of its existing conference, hearing and training room furniture as well as existing file cabinets. Offerors must procure the furniture and equipment at a price equal to or less than state contract pricing.

EXHIBIT E
BUILDING SHELL CONDITION REQUIREMENTS - COMMERCIAL LEASE OPTION
(IF EXISTING BUILDING)

At minimum the Landlord shall provide, at no cost to Tenant, the following Base Building Shell Conditions and shall provide the Leased Premises in a clean and satisfactory manner prior to the commencement of Tenant Improvements. In addition, Landlord must provide a Tenant Improvement Allowance in the amount specified in the Request for Proposal.

The following shall apply to the Base Building Shell Condition for the Initial Premises, Hold Space, Option Space, Right of First Refusal Space, Contiguous Space or other space leased to Tenant during the Initial Term.

Pre-Construction:

General Conditions
Landlord will provide, at no cost to Tenant, the following General Conditions during the Tenant Improvement construction phase of work: utilities including electricity, gas, water, heat and air conditioning (air conditioning may, at Landlord's option, be limited to those times during the construction process when the construction schedule requires the assistance of air conditioning), toilet facilities in clean and usable condition in quantities sufficient to accommodate the work staff, hoisting whether through use of an elevator, skiff or crane (if the building is unfinished). The cost of hoisting large personal property items requiring special hoisting shall be borne by the Tenant.

Americans with Disabilities Act
Under all circumstances the Base Building Shell Condition shall conform to the requirements of the Americans with Disabilities Act (ADA).

General Construction

Floor Finishes
Concrete slab cleaned and leveled to 1/4" tolerance within a l0'0" x l0'0" given area (tolerances are not cumulative, elevator sills are to be established elevation 0'0") (FL20). Finished surfaces shall be ready to receive carpet, ceramic tile, resilient tile, wood parquet or stone flooring without additional preparation other than cleaning.

Floor Loading
Floor loads will be per applicable codes and base building standards throughout but not less than 80 pounds per square foot live load plus 20 pounds per square foot for partitions. Modifications to the building to accommodate floor loading in areas that require additional capacity is to be borne by the building owner outside of the Tenant Improvement Allowance.

Wall, Column and Perimeter Bulkhead Construction
All perimeter walls, demising walls, core walls, exterior columns and perimeter top and bottom bulkheads to be furred, dry-walled taped, floated & sanded ready to receive Tenant's final finishes.

Building Perimeter Finishes
Building exterior shall be any combination of split face block, brick, wood, glass, curtain wall, stone or other similar exterior material. Parking lot shall be delivered at the time of Tenant occupancy complete with asphalt, stripping and lighting. Similarly, all landscaping, lawn and hard surface areas shall be completed at the time of Tenant's occupancy.

Building perimeters will be fully finished with respect to insulation, waterproofing, caulking, glazing and metal finishing including all required glass replacement (in the event of defects or cracked or broken panes), glass cleaning on interior and exterior, metal touch-up and cleaning and any other actions required to render the perimeters to a tenant-ready condition.

Core Finishes

The following shall be completed installed and completely finished at Landlord's cost:

1) Women's and men's restrooms complete with all plumbing fixtures to meet existing code requirements for occupant load plus one fixture per toilet room and ADA. In addition, provide one fully ADA compliant unisex restroom per floor complete with toilet fixture, sink and all accessories. Accessible restrooms for both men and women will be provided on the floor of the Tenant's Premises. Such finishes shall include but not be limited to toilet partitions, ceramic floor and wall tile, wall finishes, solid surface countertops and plumbing fixtures, including wall hung water closets with flush valves;
2) Corridors and entry vestibules complete with finishes. Such finishes shall include but not be limited to floor and wall finishes, ceiling and light fixtures;
3) Electrical closets with service and distribution panel boards and transformers 480/277V, 120/208V, (See Electrical Construction below);
4) Core walls, exterior columns and perimeter bulkhead completed with finished drywall ready for paint;
5) Water coolers will be provided as required by code;
6) Fire sprinklers as required by code in a finished state;
7) Exit signs and emergency lighting (not battery packs) as required per code;
8) Passenger elevator lobby complete in all respects including finishes;
9) Passenger elevators fully finished to a class A finish;
10) Freight elevator with a platform size not less than 5 foot x 8 foot and a door size of not less than 3 ft. x 8 ft., ceiling height shall be 10 ft. in an area not less than ½ the platform size;
11) Core corridor doors finished;
12) Stairwell doors finished;
13) Stairwells between floors serving Tenant will have walls and railings finish painted. Such stairwells will be lighted to 35 foot candles minimum;
14) Closers and appropriate locking devices for all exit, stairwell, electrical/telephone doors, and women's/men's toilets. Stairwell doors will have locking and unlocking devices controlled by Landlord's building management system. Landlord will also provide an electronic card access security system as approved by Tenant on all stairwell doors, entry and exit doors and elevators on each of Tenant's floors. Access system will be designed with extra points to accommodate Tenant's system;
15) All ceiling space will be sufficiently clear of all pipes, ductwork, etc., to provide for a minimum finished ceiling height of ten (10) feet. All base building systems will be coordinated such that the intersection of the building structural system, medium pressure ductwork, the fire protection system and the base building light fixture will all fit within the ceiling cavity. Indicated heights will include room to place conventional florescent light fixtures (10" deep) to properly illuminate the work space;
16) All penetrations will be packed airtight and complete;
17) Domestic cold water, valved and capped at one location per floor;
18) Landlord will provide for all Fire and Life Safety requirements per City and State codes, including installation of all required annunciators, strobes and other warning devices;
19) All code required general exhaust requirements will be provided;
20) Landlord will meet all ADA requirements;
21) A Certificate of Occupancy will be obtained by Landlord.

Ceilings

Landlord shall provide ceiling grid and it must be completed and laser-leveled and capable of receiving 2' x 2' exposed t-bar acoustic tile installation. Ceiling grid shall be furnished and installed in a 4' x 4' pattern at landlord cost. Intermediate grid and ceiling tile shall be furnished at landlord cost, stacked on the floor for Tenant installation. Ceiling tile must be 2' x

2' lay-in tegular edge regressed, noncombustible mineral, foil-backed, fissured, acoustical tile, with a minimum thickness of 3/4", an NRC rating of .55 to .65, an STC rating of 35 to 39, and a light reflectance rating of LR1 and shall be stocked on the floor of the Tenant space. Tenant's contractor shall install ceiling tile at Tenant's cost. Alternative lay-in ceiling systems will be considered provided they meet the above standards.

Acoustical Attenuation

Acoustical attenuation will be designed within walls separating elevators, toilet rooms, fan rooms, and switchgear from occupied Tenant spaces. The system design criteria for ambient noise level in Tenant's space, when unoccupied, shall meet NC35 standards when all building systems are operating and standard floor and ceiling finishes are installed. Vibration isolators shall be installed to reduce vibration on all equipment located within one floor of Tenant's premises.

Mechanical Construction

Heating, Ventilation and Air-Conditioning ("HVAC")

Landlord will furnish and install an HVAC system (VAV or VVT) to meet local building codes to meet an occupant load of 1 person per 125 square feet.

Landlord will provide HVAC system completed through and including the VAV or heat pump devices to meet Select Comfort's final plan and the following:

a) The system, including exhaust fans, will be designed to conform to Tenant's plans and to operate so that sound transmission levels do not exceed NC35 as required by code in common areas.

b) The system will be designed with no more than 50 lineal feet per zone for perimeter enclosed offices on a single exposure, with an average of not less than one zone per 1,200 square feet of usable area in the Premises. In addition, the computer/data room and all conference rooms will be separately zoned. Any exterior enclosed space whether office or other type of use which has two or more exposed glass walls or windows as to which the interior angle of intersection of any two exterior walls is less than 135 degrees will be separately zoned and such zones will be in addition to the one zone per 1,200 square feet described above.

c) The system will be able to efficiently and economically accommodate 24 hour per day heating and cooling. Weekend use of the HVAC system will be required through the installation of a limited time HVAC override system.

d) The design of the air-conditioning system will be designed to accommodate the following occupancy schedule:
   i. General Offices - One person per 125 usable square feet and a personal computer per person, assuming a personal computer generates 1,000 BTU's.
   ii. Meeting and Conference Rooms - One person per 15 usable square feet.

e) All interior areas will be suitably zoned, with independent zone controls.

f) Supply outlets will be selected for minimum drafts and noiseless air distribution.

g) The type and size of the diffusers will be determined by Landlord's engineer after consultation with Tenant's architect or engineer.

h) All supply and/or return ducts will be equipped with fusible link dampers as prescribed by applicable laws, if any.

i) The Landlord shall install the HVAC system up to and including the main trunk line. Tenant at Tenant's cost shall complete the installation of HVAC within the Tenant's space.

j) Supplemental cooling for the kitchen and computer rooms shall be provided by Tenant at Tenant's cost.

k) Exhaust and make up air for the kitchen shall be furnished and installed by Landlord based on Tenant's final kitchen plans.

Sprinkler System

Sprinkler piping will be provided to include main runs with crosses to achieve a 15' x 15' grid for future extensions and locations of branch piping, drops and heads. Landlord will provide and install as many semi-recessed sprinkler heads as necessary to meet code to be located, at Landlord's expense, in the suspended acoustical tiles per Tenant's final space

plans, provided that, on average, no more than 25% of each floor will be enclosed offices or conference rooms. Sprinkler heads will be centered in the ceiling tiles. Landlord will provide unit price for adds and deducts on a single unit basis for more or less concealed heads.

Electrical Construction

Light Fixtures

Lighting will be controlled by local controls.

(a) Landlord will provide 2x4 lay in direct indirect fixtures with electronic ballasts and T-8 energy saving lamps. Fixtures shall be installed per Tenant's final plan. Fixtures will be provided at a rate of one per 75 rentable square feet. Please provide unit costs for adds and deducts of lighting fixtures. Fixtures will be provided in a quantity sufficient to achieve a minimum of 50 foot candles of maintained light at the desktop in all areas although it is generally assumed that the standard recited above will require more fixtures. Tenant expects that the higher standard of the two will be met. Landlord will provide electrical distribution from panel boards to junction boxes in the ceiling to accommodate plug-in pigtails (manufactured wiring system). As an alternate to manufactured wiring systems, junction boxes may be located on a grid that will permit future installation of light fixtures at any location without additional wiring.

(b) Lighting will be controlled by a building computerized control system as well as local controls.

Electrical Distribution and Service

As part of the Base Building Shell Condition work, Landlord will provide an electrical distribution and service system as follows:

(a) Basic electrical service of 480/277 volts, 3 phase, 4 wire, 60 cycles through a grounded switchboard suitable for such service. The electrical service conductor and switchboard will be oversized 20% to anticipate possible growth in future requirements. Switchboard devices will be selectively coordinated with a ground fault protection system.

(b) Distribution voltages will be 120/208 volts, 4 wire, 3 phase for fluorescent lighting and integral horsepower motors, and receptacle circuits, small motors and incandescent lighting.

(c) The electrical service provided by the electrical user system will provide a minimum of eight (8) watts per rentable square foot for Tenant's lighting and receptacles in all areas excluding HVAC equipment, special systems, miscellaneous electrical loads and elevator equipment requirements.

(d) Distribution will be to one electrical room per floor. In multi-floor buildings, electrical rooms must be stacked directly above each other. Each electrical room must be provided with an exhaust system.

(e) Circuit breaker panel boards will be located in the Tenant floor electrical rooms capable of satisfying the needs defined herein and as follows:

(f) Provide one 120/208 volt 200 amp panelboard in each for each 4000 square feet (or portion thereof) of space in the tenant premises. Each panelboard will have a main breaker and provision for at least 42 pole bolt on breakers. Breakers are provided by Landlord at Landlord's cost.

(g) If required to maintain utility billing power factor of 0.90, Landlord will provide power factor correction capacitors appropriately sized. Capacitors will be non-PCB filled complete units with current limiting indicating fuses and dust-tight enclosures.

(h) The entire electrical system and equipment will be grounded in accordance with the National Electrical Code.

Voice/Data Communications Cabling and Requirements:

A. MPOP room located on first floor for telephone glass fiber entrances to building connecting to AT&T systems and ultimately the SC State Fiber Network. AT&T 10 gbs fiber is to be brought into the building and terminated inside the main data room.

B. Telephone rooms will have combination conduit sleeves and raceway between floors for fiber and telephone vertical cable risers. All telephone cabling inside the building is to be Cat 6 cable.
C. Each telephone room will have multiple conduit sleeves through walls for tenant cable distribution.
D. Fire retardant plywood will be mounted on walls of telephone rooms with two 4-plex receptacles each room.
E. All data cabling is to be Cat 6 from data closets to data jacks. Provide fiber connectivity between data closets to main data room. Provide fiber connectivity from main data room to DoA / State of SC IT equipment located within the building.
F. Provide Direct TV connection into the building and terminate in main data room. Extend cabling for connection to devices in three (3) conference rooms or areas of the building.
G. Provide Smart UPS systems in main data room to power Tenants computer system.
H. All walls around main data room and data closets are to be continuous from floor to bottom of floor or roof deck above.

Security:

1. Card access system is to be provided by the building owner for use by the Tenant within common areas as well as within tenant's space. Assume 10% of doors will be on the card access system.
2. Provide 25 security cameras within the building and tenant suite with recording capability. Location of cameras to be decided by tenant. Camera system is to have capacity to add additional cameras if needed.

Existing Systems

If existing systems are proposed for re-use, describe the age of systems/components and identify obsolete systems or component parts that are no longer available.

QUALIFICATIONS

The following items should be included as part of the direct cost of the work and delivered turnkey as part of the project:

1. Kitchen equipment (refrigerator, microwave, vending equipment, etc.).
2. Furniture design and selection.
3. Special fire protection systems such as in-rack sprinklers, pre-action systems, halon or dry sprinkler systems.
4. Water treatment or conditioning.
5. Dismantling or installation of Tenant equipment, and electrical or mechanical connections to Owner equipment.
6. Dedicated electrical circuits or other special computer wiring.
7. Tenant Improvements. The cost of Tenant Improvements should include an allowance of $20 PSF for FF & E. The FF & E allowance may be used at the state's discretion regarding its furniture and equipment needs. However, it is expected that the allowance will be used to purchase workstations and some conference room furniture. PPP will move and re-use much of its existing conference, hearing and training room furniture as well as existing file cabinets. Offerors must procure the furniture and equipment at a price equal to or less than state contract pricing.

Exhibit F
Sustainable Construction Act

ARTICLE 8

Energy Independence and Sustainable Construction Act of 2007

Editor's Note

2007 Act No. 88, Section 2, provides as follows:

"This act takes effect upon approval by the Governor and will apply to all major facility projects that receive approval of the State Budget and Control Board-Permanent Improvement Project Request A-1 form on or after the effective date."

SECTION 48-52-800. Citation of article.

This article may be cited as the "Energy Independence and Sustainable Construction Act of 2007".

HISTORY: 2007 Act No. 88, Section 1, eff June 20, 2007.

SECTION 48-52-810. Definitions.

As used in this article:

(1) "Board" means the State Fiscal Accountability Authority's governing board.

(2) "Building project" means the design, construction, renovation, operation, and maintenance of any inhabited physical structure and its associated project building site.

(3) "Commercial interior fit-out" means interior design and installation by owners or tenants of new or existing office space, typically exclusive of structural components and core and shell elements.

(4) "GBI" means the Green Building Initiative.

(5) "Globes" means the level of a building's sustainability and energy efficiency performance as determined by GBI's Green Globes Rating System.

(6) "Green Globes Rating System" means the environmental building rating system established by the Green Building Initiative.

(7) "High-performance building" means a building designed to achieve integrated systems design and construction so as to significantly reduce or eliminate the negative impact of the built environment.

(8) "LEED" means the U.S. Green Building Council's Leadership in Energy and Environmental Design Rating System.

(9) "LEED Silver standard" means the Silver standard as set forth by USGBC's LEED Green Building Rating System.

(10)(a) "Major facility project" means:
(i) a state-funded new construction building project in which the building to be constructed is larger than ten thousand gross square feet;

(ii) a state-funded renovation project in which the project involves more than fifty percent of the replacement value of the facility or a change in occupancy; or

(iii) a state-funded commercial interior tenant fit-out project that is larger than seven thousand five hundred square feet of leasable area.

(b) "Major facility project" does not mean:

(i) a building, regardless of size, that does not have conditioned space as defined by Standard 90.1 of the American Society of Heating, Refrigerating and Air-Conditioning Engineers;

(ii) a public kindergarten, elementary school, middle school, secondary school, junior high school, or high school, all as defined in Section 59-1-150;

(iii) a correctional facility constructed for the Department of Corrections, Department of Mental Health, or Department of Juvenile Justice;

(iv) a building project funded by the State Ports Authority, the Coordinating Council for Economic Development, or the State Infrastructure Bank; or

(v) a building project funded by the Department of Health and Environmental Control in which the primary purpose of the building project is for the storage of archived documents.

(11) "Renovation project" means a building project involving the modification or adaptive reuse of an existing facility.

(12) "Third-party commissioning agent" means a person accredited by the USGBC or GBI, with expertise in building system performance, who will analyze, evaluate, and confirm the proper function and performance of a high performance building, its systems, equipment, and indoor air quality, and who did not participate in the original certification of the major facility project or renovation project.

(13) "USGBC" means the United States Green Building Council.

HISTORY: 2007 Act No. 88, Section 1, eff June 20, 2007; 2014 Act No. 150 (H.3592), Section 3, eff July 1, 2015.

Effect of Amendment

2014 Act No. 150, Section 3, in subsection (1), substituted "Fiscal Accountability Authority's governing board" for "Budget and Control Board".

SECTION 48-52-820. Promoting effective energy and environmental standards for buildings; adoption of policies and procedures.

The purpose of this section is to promote effective energy and environmental standards for construction, rehabilitation, and maintenance of buildings in this State, improving the state's capacity to design, build, and operate high-performance buildings and creating new jobs and contributing to economic growth and increasing the state's energy independence. To accomplish the objectives of this article, the State shall adopt policies and procedures that:
(1) optimize the energy performance of buildings throughout this State;

(2) increase the demand for environmentally preferable building materials, finishes, and furnishings;

(3) improve environmental quality in this State by decreasing the discharge of pollutants from state buildings and their

manufacture;

(4) create public awareness of new technologies that can improve the health and productivity of building occupants by meeting advanced criteria for indoor air quality;

(5) improve working conditions and reduce building-related health problems;

(6) reduce the state's dependence on imported sources of energy through buildings that conserve energy and utilize local and renewable energy sources;

(7) protect and restore this state's natural resources by avoiding development of inappropriate building sites;

(8) reduce the burden on municipal water supply and treatment by reducing potable water consumption;

(9) reduce waste generation and manage waste through recycling and diversion from landfill disposal;

(10) establish life cycle cost analysis as the appropriate and most efficient analysis to determine a building project's optimal performance level;

(11) ensure each building project's systems are designed, installed, and tested to perform according to the building's design intent and its operational needs through third-party, post-construction review and verification; and

(12) authorize the board to pursue ENERGY STAR designation from the United States Environmental Protection Agency to further demonstrate a building project's energy independence.

HISTORY: 2007 Act No. 88, Section 1, eff June 20, 2007.

SECTION 48-52-825. Adoption of current facility energy efficiency rating system.

(A)(1)(a) The board shall automatically adopt by reference the most current editions of the rating systems developed by Green Building Initiative and U.S. Green Building Council's Leadership in Energy and Environmental Design used for certification pursuant to this article. Upon adoption, the most current edition of the rating system shall be used for certification purposes under this article. Provided, however, that the most current edition of the rating system shall be subject to regulations concerning that edition of the rating system when promulgated pursuant to item (2).

(b) In the event that two rating systems from the same organization have been adopted by reference and are effective concurrently for certification purposes, then either rating system may be utilized to certify projects as required pursuant to this article. The latter of the two rating systems to be adopted by reference pursuant to subitem (a) shall be deemed to be the most current edition of the rating system for purposes of review and regulation pursuant to subsection (B).

(2) The board shall refer new or updated rating systems to the Energy Independence and Sustainable Construction Advisory Committee for consideration pursuant to Section 48-52-865(B) immediately upon the release of the new or updated rating system and prior to the rating system's effective date. After receiving the advisory committee's recommendations, the board shall promulgate regulations to amend the rating system under consideration to remove specific provisions, provided that the recommended amendments would not so alter the rating system as to render certification under the rating system impossible. If the advisory committee does not make a recommendation within the time period prescribed in Section 48-52-865(B)(2) the board, upon consultation with the State Engineer, shall proceed with promulgating regulations as provided in this item.

(B) The regulations promulgated pursuant to subsection (A) must provide that the rating systems provide certification credits for, preference for, and promotes building materials or furnishings, including, but not limited to, wood grown in this

State, and masonry, plastics, concrete, steel, textiles, and wood that are manufactured or produced within the State. The regulations promulgated may not place at a disadvantage building materials or furnishings that are manufactured or produced within the State.

HISTORY: 2014 Act No. 150 (H.3592), Section 1, eff April 7, 2014.

SECTION 48-52-827. Certain major facility projects may not seek rating credit or point for building product disclosure and optimization credit.

A major facility project, as defined in Section 48-52-810(10), requesting third-party certification shall not be allowed to seek a rating credit or point for building product disclosure and optimization credit that requires material ingredient reporting; and, the language would apply to any subsequent editions of rating systems developed by the Green Building Initiative, the U.S. Green Building Council's Leadership in Energy and Environmental Design, or third-party certification initiatives.

HISTORY: 2014 Act No. 150 (H.3592), Section 1, eff April 7, 2014.

SECTION 48-52-830. Certification standards for major facility projects.

(A)(1) All major facility projects in this State, as defined in Section 48-52-810(10)(i), must be designed, constructed, and at least certified as receiving two globes using the Green Globes Rating System or receiving the LEED Silver standard. All major facility projects in this State, as defined in Section 48-52-810(10)(a)(ii) or (iii), must be analyzed using a life cycle cost analysis comparing the cost and benefits of designing, constructing, maintaining, and operating the facility at the LEED Silver standard or two globes standard, or better, with certification; normal industry and regulatory standards as applicable; or some standard between the two that causes the project to be designed and constructed in a manner that achieves the lowest thirty-year life cycle cost.

(2) In obtaining certification as receiving two globes using the Green Globes Rating System, a major facility project must earn at least twenty percent of the available points for energy performance under "C.1.1 Energy Consumption". In obtaining certification as meeting the LEED Silver standard, a major facility project must earn at least forty percent of the available points for energy performance under "EA Credit: Optimize Energy Performance". The Office of State Engineer may waive the requirements of this item for a proposed major facility project should it determine that the costs of meeting this item are not economically feasible. The Office of State Engineer shall notify the board of the reason for the issuance of a waiver.

(B) The board may petition the General Assembly to require all major facility projects be certified to a high-performance building rating system standard in addition to or instead of the systems provided in this chapter. However, any alternate rating system adopted by the General Assembly must be no less stringent than the systems provided in this chapter.

(C) The board shall administer and enforce the provisions in this article. Also, the board may adopt rules and promulgate regulations to comply with the goals set forth in Section 48-52-820.

HISTORY: 2007 Act No. 88, Section 1, eff June 20, 2007; 2014 Act No. 150 (H.3592), Section 4, eff April 7, 2014.

Effect of Amendment

2014 Act No. 150, Section 4, in subsection (A)(2), substituted "EA Credit" for "EA Credit 1", and twice substituted "Office of State Engineer" for "State Engineer's Office".

SECTION 48-52-840. Certification using LEED rating system; inspection and monitoring of environmental benefits.

(A) In order to become certified using a LEED rating system, a major facility project shall register with USGBC prior to

filing the first building construction permit application. USGBC shall have the sole discretion in determining whether a major facility project receives certification.

(B) All major facility projects that were certified at the LEED Silver standard or higher must be inspected by a third-party commissioning agent in the fifth, tenth, and fifteenth year following certification. The third-party commissioning agent shall determine whether the building is operating at the standard to which it was originally designed and certified. The third-party commissioning agent shall report its findings to the State Engineer. The report must include, but is not limited to, the building's savings on energy and water, the level of its indoor air quality, the existing system's function and performance, problems with the system, and whether the system's performance meets the facility's requirements. If the State Engineer determines that the building is not operating within the spirit of this article, the State Engineer may take appropriate measures to bring the building into compliance.

(C) The board shall develop and implement a process to monitor and evaluate the energy and environmental benefits associated with each major facility project designed, constructed, or renovated pursuant to this article. The monitoring and evaluation of each major facility project shall commence one year after certification of the major facility project and shall continue for nineteen years thereafter. All data concerning energy and environmental benefits collected pursuant to this section must be made available to the Department of Administration to be compiled and submitted to the General Assembly pursuant to Section 48-52-860.

HISTORY: 2007 Act No. 88, Section 1, eff June 20, 2007.

SECTION 48-52-850. Certification using Green Globes Rating System; inspection and monitoring of environmental benefits.

(A) In order to become certified using a Green Globes Rating System, a major facility project shall register with GBI prior to filing the first building construction permit application. GBI shall have the sole discretion in determining whether a major facility project receives certification.

(B) All major facility projects that were first certified as receiving two globes using the Green Globes Rating System must be inspected by a third-party commissioning agent in the fifth, tenth, and fifteenth year following certification. The third-party commissioning agent shall determine whether the building is operating at the standard to which it was originally designed and certified. The third-party commissioning agent shall report its findings to the State Engineer. The report must include, but is not limited to, the building's savings on energy and water, the level of its indoor air quality, the existing system's function and performance, problems with the system, and whether the system's performance meets the facility's requirements. If the State Engineer determines that the building is not operating within the spirit of this article, the State Engineer may take appropriate measures to bring the building into compliance.

(C) The board shall develop and implement a process to monitor and evaluate the energy and environmental benefits associated with each major facility project designed, constructed, or renovated pursuant to this article. The monitoring and evaluation of each major facility project shall commence one year after certification of the major facility project and shall continue for nineteen years thereafter. All data concerning energy and environmental benefits collected pursuant to this section must be made available to the Department of Administration to be compiled and submitted to the General Assembly pursuant to Section 48-52-860.

HISTORY: 2007 Act No. 88, Section 1, eff June 20, 2007.

SECTION 48-52-860. Annual report; contents.

The board annually shall submit a report regarding major facility projects to the General Assembly that includes:

(1) the number and types of buildings designed and constructed;

(2) the level of certification of each building designed, constructed, or renovated;

(3) actual savings in energy costs;

(4) a description of all potential environmental benefits, including, but not limited to, water resources savings and the reduction of waste generation;

(5) the ability of buildings to continue to operate at the standard to which it was originally certified;

(6) the reason for any waiver granted by the State Engineer's Office; and

(7) any conflicts or barriers that hinder the effectiveness of this article.

HISTORY: 2007 Act No. 88, Section 1, eff June 20, 2007.

SECTION 48-52-865. Energy Independence and Sustainable Construction Advisory Committee; creation; membership; duties.

(A)(1) There is established the Energy Independence and Sustainable Construction Advisory Committee. The committee shall consist of thirteen members, ten of which shall be appointed by the Governor for terms of four years until their successors are appointed and qualified. The committee shall be composed of the following:

(a) the State Engineer, or his designee, who shall serve as chairman;

(b) the Director of the State Energy Office, or his designee;

(c) the Director of the Department of Health and Environmental Control, or his designee;

(d) one member recommended by the Association of General Contractors;

(e) two members recommended by the Commission on Higher Education, one of which shall be appointed from either a research university or a comprehensive teaching institution and one of which shall be appointed from either a regional two-year campus of the University of South Carolina or a technical college;

(f) one member recommended by the South Carolina Manufacturer's Alliance;

(g) one member recommended by the American Chemistry Council;
(h) one member recommended by the South Carolina Chapter of the American Institute of Architects;

(i) one member recommended by the South Carolina Forestry Association;

(j) one member recommended by the South Carolina Council of Engineering and Surveying Societies;

(k) one member recommended by the South Carolina Chapter of the American Society of Heating, Refrigerating and Air Conditioning Engineers; and

(l) one member recommended by the conservation community.

(2) When making appointments to the committee, the Governor shall appoint members that have subject area expertise related to the design, engineering, construction, operation, maintenance, management, energy management, or growing or

manufacturing products used in major facility projects certified under this article.

(B)(1) The committee shall:

(a) review and analyze all rating systems referred to it by the board pursuant to Section 48-52-825;

(b) closely monitor the development of new rating systems, or updates to existing rating systems, to expedite review and analysis of the new or updated rating systems pursuant to subitem (a);

(c) review and analyze rating systems in use concerning the rating systems' effectiveness in meeting the goals set forth in Section 48-52-820;

(d) make recommendations to the State Engineer concerning the promulgation of regulations concerning rating systems referred to it by the board pursuant to Section 48-52-825;

(e) report to the board concerning the effectiveness of current rating systems in meeting the goals set forth in Section 48-52-820; and

(f) develop and implement a methodology by which the cost-benefit ratio of the rating systems may be measured so that the State may consider the return on its investment for projects subject to this chapter.

(2) The committee shall make recommendations to the board concerning the promulgation of regulations relating to rating systems referred to it by the board pursuant to Section 48-52-825 no later than thirty days after the referral. The thirty day review time shall commence on the day of referral.

(C)(1) The committee shall meet as soon as practicable after being referred new rating systems pursuant to Section 48-52-820.

(2) Except as provided in item (1), the committee shall meet quarterly, or more frequently as necessary upon the call of the chair or a majority of the membership.

(3) Seven members constitutes a quorum to transact committee business.

(D) Vacancies on the committee shall be filled in the manner of the original appointment.

(E) Members of the committee shall not receive per diem, mileage, and subsistence as provided by law for members of boards, commissions, and committees.

HISTORY: 2014 Act No. 150 (H.3592), Section 2, eff April 7, 2014.

Exhibit G
State's Purchase and Sale Agreement

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Contract") is made and entered into by and between the State of South Carolina, by and through the Department of Administration (the "Seller"), and between _____(the "Buyer"). The effective date of this agreement shall be the latest date of a party's execution of this agreement ("Effective Date").

STATEMENT OF PURPOSE

Seller proposes to convey by quitclaim deed that certain tract of land and related improvements located in Richland County, South Carolina, as more particularly described below. Buyer desires to acquire from Seller the Property, as hereafter defined, upon the terms and conditions contained in this Contract. Seller is willing to sell and convey the Property, as hereafter defined, pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, subject to the terms and conditions of this Contract, and in consideration of the premises and the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Description of Property. The property now owned by the Seller which is the subject of this Contract is as follows:

All that certain piece, parcel or lot of land, being approximately 2.83 ± acres, with all improvements thereon, located at 2221 Devine Street in the City of Columbia, County of Richland, State of South Carolina, and being further described on the tax maps of Richland County at TMS R11312-02-03 - & -09.

The real property described hereinabove includes all improvements and fixtures placed, constructed or installed on the Land ("Improvements"), and the real property and Improvements shall collectively be called the "Property".

2. Purchase Price. The purchase price (the "Purchase Price") to be paid by Buyer for the Property shall be _____ and No/100 Dollars ($ _____). The Purchase Price shall be payable as follows:

a. A good faith earnest money deposit and partial down payment of _____ _____ and no/100 Dollars ($_____) (the "Deposit") which must be made payable to and received by the Seller within three (3) business days of the Effective Date will be applied to the Purchase Price at Closing.

b. The balance of the Purchase Price shall be payable by cashier's check, bank check or escrow account check at Closing, subject to price adjustments and prorations as hereinafter provided.

3. Survey. Buyer may cause a current or updated boundary and physical survey of the Property (the "Survey") to be prepared by a registered land surveyor acceptable to Buyer in accordance with such standards and requirements as Buyer shall reasonably request. A description of the Property contained in the deed required by Paragraph 4 of this Contract shall be prepared from the Survey should Buyer elect to obtain said Survey.

4. Title to the Property. At the Closing, Seller shall deliver to Buyer a quitclaim deed in form and content reasonably satisfactory to Buyer's counsel, conveying to Buyer its interest in the Land, its appurtenances and improvements, and subject to all rights-of-way, easements, restrictions of record and all other matters affecting title whether of record or not, and to any and all governmental laws and ordinances applicable to the Property. The Buyer shall provide to Seller in writing the name in which the deed shall be prepared at least ten (10) days prior to the Closing.

5. Inspections. Buyer acknowledges that it has had the opportunity and right to enter, inspect, and evaluate the Property, to have the Property examined and tested for toxic or other hazardous substances, and to make such other physical inspections as Buyer deemed necessary or appropriate. Buyer accepts the property in its current "as is" condition. Buyer

shall indemnify and hold the Seller harmless from any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property.

6. Closing Date. The closing of the sale and purchase of the Property (the "Closing") shall take place on or before thirty (30) Days after the Effective Date of this Contract, time being of the essence. The date of the Closing shall be referred to herein as the "Closing Date."

7. Closing Conditions. The obligations of Buyer under this Contract are in all respects conditioned upon and subject to there being no pending or proposed application for any rezoning or change in zoning not consented to by Buyer.

8. Closing Costs. Seller shall pay for the preparation of the Deed. Buyer shall be responsible for all closing costs, transfer taxes associated with the transaction, deed stamps, recording and documentary fees, and any instruments to be recorded under the terms of this Contract with respect to the Property, as well as title examination fees and the title insurance premiums. Except as otherwise provided herein, each party shall bear its own expense or expenses, including its own attorneys' fees.

9. Settlement Adjustments. Unless otherwise specified in this Contract, all income, expenses and costs related to the Property shall be prorated as of the day the Closing actually occurs ("Closing Date") as follows:

a. Buyer shall pay all ad valorem property taxes respecting the Property for that portion of the calendar year from and after the Closing Date.

b. If there are meters on the Property measuring the consumption of water, gas or electric current, Seller shall, not more than one (1) day prior to the Closing Date, use its good faith efforts to cause such meters (for utilities for which Seller, and not tenants, are responsible) to be read, and shall pay promptly all utility bills for which Seller is liable upon receipt of a statement therefor. Buyer shall be liable for and shall pay all utility bills for services rendered after such meter readings and after the Closing Date.

10. Brokerage Commission.

a. Seller and Buyer mutually acknowledge that they have dealt with the State's broker in this transaction, and Seller acknowledges it has been provided all necessary agency disclosure forms.

b. Buyer acknowledges that, to the extent applicable, any and all fees due to Buyer's broker are the sole responsibility of Buyer and will not reduce the agreed upon Purchase Price.

11. Eminent Domain. If, prior to the Closing Date, all or any material part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract and receive an immediate refund of the full amount of the Deposit. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

12. Closing Documents.

a. At Closing, the Seller shall deliver to Buyer (or Closing Attorney, if any)::

i. a duly executed and acknowledged quitclaim deed in recordable form conveying the Property satisfactory to Buyer; and

ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract as may be reasonably requested by Buyer or Buyer's counsel.

b. At Closing, Buyer shall deliver to Seller:

i. the cash portion of the Purchase Price as determined pursuant to Section 2 above; and

ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract or as may be reasonably requested by Seller or Seller's counsel.

13. Escrow of Deposit. The Deposit shall be held in escrow (the "Escrow") by Seller subject to the terms and provisions of this Contract. At Closing, in accordance with the terms of this Contract, the full amount of the Deposit shall be retained by Seller as a portion of the Purchase Price.

14. Assignment. This Contract shall not be assigned by Seller. This Contract shall be freely assignable to an affiliate of Buyer without the consent of Seller. Any other assignment of this Contract by Buyer shall be subject to the consent of the Seller.

15. Default and Remedies.

a. In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations contained herein are not true and correct as of the date hereof and as of the Closing Date, Buyer, as its sole remedies, shall have the right to enforce an action in equity for specific performance or terminate this Contract (and receive a full refund of the Deposit) by giving written notice to Seller.

b. In the event of a default or breach thereof by Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller's remedy shall be to give written notice thereof to Buyer of the termination of the Contract and to retain the Deposit as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages, and Seller retains the right to enforce this Contract according to law.

16. Entry. Buyer shall have the right to enter upon the Property at reasonable times without Seller's prior consent after the date of this Contract for any purpose including but not limited to site planning, surveying and environmental inspections. At Closing, Seller shall provide Buyer with keys and alarm system codes (if applicable) for the Property. Buyer shall indemnify and hold the Seller harmless from any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property.

17. The parties agree and understand this contract is contingent upon all requisite approvals pursuant to South Carolina Code of Laws §1-11-65. In the event the Seller shall be unable to convey title satisfactory to Buyer in accordance with the terms of this contract, the Seller will not be required to bring any action or proceeding or otherwise to incur any expense to render the title satisfactory. The sole obligation of the Seller shall be to cancel this contract in which event the Deposit shall be returned to the Buyer.

18. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when deposited in Federal Express (or any other national "next day" delivery service) or in the United States mail via registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

SELLER: State of South Carolina
c/o Department of Administration
1200 Senate Street, Suite 460
Columbia, SC 29201
Attention: Real Property Services

BUYER: _____
_____

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

b. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

c. Entire Agreement. This Contract and the Exhibit(s) hereto contains the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

d. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

e. Saturdays, Sundays, Holidays. If any date called for under this Contract falls on a Saturday, Sunday or legal holiday observed by national banks in Columbia, South Carolina, such date shall be extended to the next day not falling on a Saturday, Sunday or legal holiday observed by national banks in Columbia, South Carolina.

f. Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only, and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

g. No Offer. The parties agree that the submission of this Contract for review or execution by one party to the other does not constitute an offer to sell or purchase the Property, and that this Contract shall not be valid, binding or enforceable until duly and fully executed by all parties hereto.

h. Authority. All signatories to this agreement have the full power and authority to enter into this agreement.

i. The execution, delivery and performance of this agreement will not result in the breach of or constitute a default under the provisions of any agreement to which the Buyer or Seller is a party, or by which it or its property is bound or affected.

j. Any prior agreement between the parties or that their respective affiliates with respect subject to the subject matter hereof shall be of no further force and effect, and to the extent of any such prior agreements this agreement shall be deemed a novation, good and sufficient consideration of which is acknowledged by all respected affiliates.

k. This agreement may be executed in counterparts, all of which together shall comprise one and the same instrument.

l. This agreement cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party.

m. Time is of the essence in all provisions of this agreement.

19. Closing Attorney. Seller is not required to provide an attorney to Buyer for this transaction. However, in the event Buyer chooses to retain a closing attorney, ("Closing Attorney") Buyer will identify the Closing Attorney to Seller in writing at least ten (10) days prior to the Closing. The Buyer and Seller acknowledge that there may exist a potential conflict of interest in the representation of both Buyer and Seller by the Closing Attorney, in closing this transaction if the Seller is not represented by independent counsel. In such event, both Buyer and Seller agree to allow the Closing Attorney to close the within transaction, and to sign a Conflict of Interest Disclosure.

SIGNATURES ON SEPARATE PAGES

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement this _____ day of _____, 20___.

WITNESSES: BUYER:_____

_____ By:_____
(Witness 1 signature)

Print Name:_____

_____
(Witness 2 signature) Title:_____

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement this _____ day of _____, 20___.

WITNESSES:

SELLER:

STATE OF SOUTH CAROLINA
BY AND THROUGH THE
DEPARTMENT OF ADMINISTRATION

By: Real Property Services

_____
(Witness 1 signature)

_____
By: _____
Its: _____

_____
(Witness 2 signature)

Exhibit H
State of South Carolina Credit Rating

South Carolina Credit Rating

2014 AAA credit rating outlook from Moody's

AA-Plus 2014 outlook from Standard & Poor's

Fitch Ratings affirms AAA stable credit for South Carolina

Exhibit I

State of South Carolina Standard Lease Forms (full service and with operating expense escalations)

GOVERNMENTAL REAL ESTATE LEASE

THIS LEASE AGREEMENT ("Lease") is made as of the Effective Date (which is the date on which the Department of Administration, Real Property Services, executes this Lease as set forth on the signature page) by and between: ___ ("Landlord") having an address at ___, and the ___ ("Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at ___.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the "Demised Premises") consisting of ___ rentable square feet (_____ usable square feet) on the ___ ( ) floor of the building (the "Building") located at _____, in the County of _____, State of South Carolina (the "Land"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit "A."

ARTICLE 2 - TERM

2.1. The term of this Lease shall be ___ (___) years (the "Initial Term" "Term") beginning on ___, ___, (the "Commencement Date") and, unless terminated or extended, shall end on ___, ___, (the "Termination Date"). Provided there is no continuing event of default hereunder by Tenant and subject to the approval of Real Property Services and any other required State and/or Federal approvals, Tenant shall have the right to extend the term of this lease for up to (___) consecutive terms of ___ (___) years each (the "Extended Term") upon the same terms and conditions contained herein, except the amount of Basic Rent, by giving written notice to Landlord of Tenant's intent to extend the then existing term no later than _____ OR at least sixty (60) days prior to the expiration of the then existing term.

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord during the first year of the Initial Term at the rate of $___ per rentable square foot (rounded), an annual aggregate amount of $___, payable in equal ___ installments of $ in advance on or before the tenth (10th) day of each consecutive calendar ___. Basic Rent for the Initial Term and for the Extended Term shall be payable ___ in the amounts set forth on the Rent Schedule in subparagraph 3.2.

3.2. Basic Rent for the first year of the Initial Term consists of $____ per square foot ($____ per year) allocated to rental space and $___ per square foot ($___ per year) representing Tenant's share of Building Operating Cost as related to the Tenant's pro rata share ("Pro Rata Share") defined in Article 4. The allocation of Basic Rent for the Initial Term and for the Extended Term is as follows:

INITIAL TERM	PERIOD: FROM - TO	ANNUAL RENT	MONTHLY RENT	RENT PER SF
YEAR		$	$	$
YEAR		$	$	$
YEAR		$	$	$
YEAR		$	$	$

EXTENDED			MONTHLY	RENT

TERM	PERIOD: FROM - TO	ANNUAL RENT	RENT	PER SF
YEAR		$	$	$
YEAR		$	$	$
YEAR		$	$	$
YEAR		$	$	$

3.3. Rentable square footage shall be determined in accordance with the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International (BOMA), as revised and adopted June 7, 1996.

3.4. All rental payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.5. Unless notified otherwise in writing, all payments of Basic Rent and Additional Rent, as defined in Article 4 herein below, shall be mailed to Landlord at:

ARTICLE 4 - BUILDING OPERATING COST INCREASES

4.1. Tenant shall pay as additional rent ("Additional Rent") its pro rata share ("Pro Rata Share") of increases in Building Operating Cost in accordance with subparagraph 4.2 of this Lease. Tenant's Pro Rata Share shall be a fraction, the numerator of which is the number of rentable square feet in the Demised Premises, and the denominator of which is the number of rentable square feet in the Building of which the Demised Premises is a part.

4.2. At the conclusion of the second year of the Initial Term, Landlord shall compute the increase, if any, in the Building Operating Cost over the first year Building Operating Cost as represented in subparagraph 3.2. At the conclusion of each subsequent year of the Term, Landlord shall compute the increase, if any, in the Building Operating Cost over the prior year's expenses. Such increase shall be multiplied by Tenant's Pro Rata Share as determined in accordance with subparagraph 4.1, and shall be paid by Tenant to Landlord in accordance with subparagraph 4.8.; PROVIDED, HOWEVER, that in no event shall Tenant be liable for or obligated to pay any portion of the Building Operating Cost increases which exceed 103% of Tenant's Pro Rata Share of Building Operating Cost in the immediately preceding rental year.

4.3. (a) "Building Operating Cost" shall mean the following specified non-capital expenditures made by Landlord in the operation, management, insuring, securing and protecting, cleaning, repair and maintenance of the Land and Building:

(i) Real Estate, ad valorem, special assessment and personal property taxes and any tax on rent (exclusive of Landlord's income taxes) attributable to the Land and Building;

(ii) All charges for water and sewer use, electricity, gas, oil and other public utilities supplied to the Building, exclusive of utilities for which there are separate meters in the Demised Premises;

(iii) Wages and salaries; including payroll taxes, workers' compensation and insurance premiums (if paid for by Landlord); bonuses; and social security and unemployment taxes for all employees of Landlord primarily engaged in the operation, maintenance, administration or management of the Building in proportion to the time they spend on the operation and maintenance of the Land and Building, and that part of central accounting costs which are applicable to the Land and Building;

(iv) The cost of materials and supplies for cleaning and securing the Building, the grounds, windows, hallways, bathrooms, elevators, offices and food service areas, for services done by employees of Landlord in proportion to the services provided to the operation and maintenance of the Land and Building;

(v) The proportional share of the cost of all maintenance and service agreements for the Land and Building and the equipment therein, including security service, window cleaning, janitorial service, elevator maintenance, maintenance of HVAC equipment, plumbing, controls, locks, alarms, and landscaping of grounds and common areas;

(vi) Premiums for insurance against loss by fire, with extended coverage, general public liability and business interruption insurance;

(vii) Expenses for the repairing and reasonable and necessary redecorating of common areas of the Building, including gardening and landscaping; and

(b) Building Operating Cost shall include only reasonable, bona fide and verifiable expenses actually incurred by Landlord, but shall not include executive salaries above the level of building manager, leasing commissions and rental agents' fees, management fees (above those allowable expenses stated hereinabove), interest, amortization, depreciation, legal fees, repairs and maintenance to Building infrastructure or paid by proceeds of insurance or by Tenant or other third parties, and capital expenditures (including replacement of HVAC systems and the cost of upfit, décor, renovations or alterations attributable to tenants of the Building other than Tenant), except any capital expenditures that have been incurred with the intention of reducing Building Operating Cost and have been previously approved in writing by Tenant.

(c) When Landlord submits invoices for payment of Building Operating Cost, Landlord shall also submit corresponding documentation that verifies the expense is a covered Building Operating Cost (e.g. tax bill, utilities bill, or a copy of the service agreement with an independent contractor) under the terms of the Lease.

4.4. Landlord shall pay all Building Operating Cost when due. In the event Landlord has not paid any Building Operating Cost within the time required to be paid so that the interest, penalties or late charges accrue thereon, Tenant shall have no obligation to pay any portion of such interest, penalties or late charges.

4.5. Tenant shall have the right, upon demand, to inspect or audit the books, accounts and records of Landlord in order to determine Building Operating Cost and any increases or decreases thereto, or have Landlord's records audited by an independent auditor employed by Tenant. Such books, accounts and records shall be made available at the offices of Landlord's leasing or managing agent within thirty (30) days of Tenant's demand. In the event that such inspection or audit discloses an error by Landlord exceeding two percent (2%) of the amount of Building Operating Cost actually payable with respect to such lease year, or part thereof, Landlord shall pay the cost of Tenant's inspection or audit; otherwise, the cost of Tenant's inspection shall be paid by Tenant.

4.6. If Landlord shall receive a rebate, refund or abatement of any Building Operating Cost, Landlord shall give prompt notice thereof to Tenant. In the event such rebate, refund or abatement shall have been received by Landlord after the calculation of Building Operating Cost for the year to which such rebate, refund or abatement applies, Landlord shall recalculate Building Operating Cost for such year and refund or credit to Tenant, within thirty (30) days of Landlord's receipt of such rebate, refund or abatement, the difference between Tenant's Pro Rata Share of Building Operating Cost increases paid by Tenant for the rental year to which such rebate, refund or abatement applies and

Tenant's actual Pro Rata Share of Building Operating Cost increases due for such year after taking into account the amount of such rebate, refund or abatement ("Tenant Refunds").

4.7. No losses or operating deficits sustained by Landlord in connection with the Building shall be charged or recaptured by Landlord from Tenant and such losses or deficits shall not constitute a part of Building Operating Cost.

4.8. Landlord's request for payment of Tenant's Pro Rata Share of Building Operating Cost increases shall be in writing and shall be given no later than sixty (60) days following the end of the lease year for which the calculation of such amount was made. Landlord shall furnish to Tenant a written statement certified by an independent auditor employed by Landlord covering such lease year having just expired, reasonably detailed and itemized and prepared in accordance with generally accepted accounting principles, showing the total Building Operating Cost for such lease year, the amount of Tenant's Pro Rata Share thereof, and the payments theretofore made by Tenant with respect thereto. If Tenant's Pro Rata Share of Building Operating Cost is less than Tenant's payments so made, Tenant shall be entitled to a refund or rent credit of such difference (except that if such overpayment is determined after the termination of the Initial Term or Extended Term of this Lease, Landlord shall reimburse such overpayment to Tenant, less any amounts then due from Tenant to Landlord), or if such share is greater than Tenant's said payments, Tenant shall pay the difference subject to limitation in subparagraph 4.2. Tenant and Landlord shall adjust and make refunds, credit the overpayment or pay the deficiency, as the case may be, within thirty (30) days after the receipt of Landlord's statement (and further, if applicable, within thirty (30) days of the completion of any audit performed for or by Tenant as herein below provided.) Landlord and Tenant shall have thirty (30) days from the date of such request to make payment thereon. Tenant Refunds shall be paid to Tenant by Landlord in accordance with subparagraph 4.6 hereof. In the event Landlord shall fail to pay any such Tenant Refund within the time required by subparagraph 4.6, Tenant shall have the right to deduct the amount of such Tenant Refund from the next due monthly installment or installments of Basic Rent until Tenant shall have fully deducted the amount of such Tenant Refund from Basic Rent otherwise due and payable.

4.9. The payment by Tenant of its Pro Rata Share of Building Operating Cost increases in accordance with subparagraph 4.8 shall not constitute a waiver or relinquishment of Tenant's right to challenge the amount of such payment and Tenant shall have four (4) calendar years from the date of such payment by Tenant to challenge or contest such amount. This provision shall survive the expiration or sooner termination of this Lease and any assignment of the leasehold interest.

ARTICLE 5 - USE

5.1. Tenant shall have the right to use the Demised Premises for any lawful purpose. At the commencement date of this Lease, Tenant plans to use the Demised Premises for office use relating to its _____ division.

5.2. If during the Initial Term or any Extended Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 5.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and Additional Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 6 - ASSIGNMENT AND SUBLETTING

6.1. Tenant shall have the absolute right to assign this Lease or sublet the Demised Premises to any State agency, institution, department, bureau, political subdivision or State-operated entity, and, with the prior written consent

of Landlord, which shall not be unreasonably withheld, to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease.

6.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or sub-lessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 7 - SERVICES

7.1. The services provided by the Landlord to Tenant as part of Basic Rent and Building Operating Cost shall include, but are not limited to, water and sewer, lighting, heating, ventilating, air conditioning, electricity, elevator service, janitorial service, security service, fire detection service, fire suppression, grounds maintenance, general building maintenance, building equipment maintenance, electrical systems maintenance, HVAC maintenance, plumbing maintenance and any other service necessary to maintain and operate all Building and site improvements. Services provided by the Landlord shall include all service charges, labor, materials and supplies.

7.2. Tenant shall have the option but not the obligation to separately meter all utilities servicing the Demised Premises and to make direct payment for such utility services to the suppliers thereof. If such option is exercised, Tenant shall notify the Landlord in writing and basic rent and "Building Operating Cost" shall be adjusted to exclude those services separately metered.

ARTICLE 8 – LANDLORD'S REPRESENTATIONS AND WARRANTIES

8.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Land and Building in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will keep the Land, the Building and the Demised Premises in good order and repair and make all reasonable improvements to maintain the Land, the Building and the Demised Premises in the same condition as at the commencement of this Lease;

(g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within ninety (90) days after Landlord has notice of damage or the need for repair;

(h) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises resulting from water damage within ninety (90) days after Landlord has notice of damage or the need for repair;

(i) Landlord will be responsible for any asbestos testing needed and asbestos abatement required as a result of Renovations or Improvements, as defined in Sections 11.1 and 11.2 hereinbelow, made by Landlord or Tenant;

(j) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity;

(k) To the best of Landlord's knowledge, the common areas of the Building and the Land comply with the Americans with Disabilities Act of 1990 and the rules and regulations promulgated thereunder (the "ADA") together with any amendments thereto;

(l) Landlord represents and warrants that the rentable square footage for which Tenant is making payment has been measured and computed in accordance with BOMA standards; and

(m) Landlord shall provide a floor plan to scale of the Demised Premises as occupied by the agency at the commencement of the lease within thirty (30) days of tenants occupancy.

8.2. Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 8.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 14.1(d).

ARTICLE 9 – TENANT'S COVENANTS

9.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due (provided a written invoice is submitted in advance to the Tenant by the Landlord) and pay Additional Rent in accordance with subparagraph 4.8 provided, however, that should any rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 18 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 10 - ARCHITECTURAL BARRIERS

10.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord shall, at Landlord's sole cost and expense and within ninety (90) days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law.

ARTICLE 11 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

11.1. Landlord shall make all renovations to the Demised Premises in accordance with Tenant's plans and specifications annexed hereto as Exhibit "B" (the "Renovations"). All Renovations shall be performed in a good and workmanlike manner and in accordance with all applicable statutes, codes, rules, regulations and ordinances. Tenant shall have the right to inspect the Demised Premises and the Renovations, from time to time as Tenant shall deem necessary or appropriate, to determine whether the Renovations, as made or being made by Landlord, are in accordance with the plans and specifications. Landlord shall complete the Renovations prior to the Commencement Date of this Lease. In the event the Renovations have not been completed by the Commencement Date, Tenant shall have the option to (a) extend the Commencement Date of this Lease to a date not later than ninety (90) days following the original Commencement Date, or (b) take possession of the Demised Premises, in which event Basic Rent and Additional Rent shall abate until completion of the Renovations by Landlord, such date to constitute the new Commencement Date of this Lease. In the event Tenant elects to extend the Commencement Date pursuant to subparagraph (a) above and, in the further event the Renovations are not completed by the new Commencement Date, Tenant shall have the right to terminate this Lease by written notice to Landlord in which event this Lease shall be rendered null and void, or Tenant shall have the right, but not the obligation, to undertake such renovations and, in such event, shall have the right to deduct the cost thereof from Basic Rent. Upon Landlord's completion of Renovations, Landlord shall provide Tenant with written notice thereof and shall obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable law.

OR

Landlord shall make the renovations (“Renovations”) to the Demised Premises in accordance with plans and specifications and a construction contract to be approved by Tenant; provided that the cost to Landlord of said Renovations shall not exceed $_____. Tenant shall specify and approve the Renovations, including any change orders to be made and shall approve all contractors to be used. Landlord shall provide Tenant with all contractor itemized estimates and receipts prior to and for all Renovations, including change orders. All Renovations shall be performed in a good and workmanlike manner and in accordance with all applicable statutes, codes, rules, regulations and ordinances. Tenant shall have the right to inspect the Demised Premises and the Renovations, from time to time as Tenant shall deem necessary or appropriate, to determine whether the Renovations, as made or being made by Landlord, are in accordance with the plans and specifications. Provided that Tenant has approved the construction contract in writing, as soon as practicable thereafter following the issuance of the construction permit, Landlord shall commence the Renovations and shall substantially complete the Renovations on or before the Commencement Date (the “Anticipated Substantial Completion Date”). In the event the Renovations have not been completed by the Anticipated

Substantial Completion Date, either Landlord or Tenant shall have the option to extend the Anticipated Substantial Completion Date to a date not later than thirty (30) days following the original Anticipated Substantial Completion Date. In the event Landlord or Tenant elects to extend the original Anticipated Substantial Completion Date as set forth above and, in the further event the Renovations are not completed by the new Anticipated Substantial Completion Date, Tenant shall have the right to terminate this Lease by written notice to Landlord in which event this Lease shall be rendered null and void, or Tenant shall have the right, but not the obligation, to undertake such Renovations and, in such event, shall have the right to deduct the cost thereof up to the amount of $_____ from Basic Rent. Following the Substantial Completion Date, Landlord shall provide Tenant with written notice thereof and shall obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable law. If the Renovations are completed at a cost that is less than $_____, Landlord shall provide Tenant with a credit for the difference between the actual cost of the Renovations and $_____ to be used by Tenant at any time during the term of the lease towards future renovations. If the Renovations are completed at a cost that is more than $_____, Tenant shall provide Landlord with a payment equal to the difference between the actual cost of the Renovations and $_____ to reimburse Landlord for such excess cost. Landlord shall invoice Tenant for such excess cost, if any, and the invoiced amount shall be due from Tenant within thirty (30) days of Tenant's receipt of the invoice.

11.2. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

11.3. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 12 - CONDEMNATION AND CASUALTY

12.1. If there is any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

12.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises.

12.3. If Tenant elects to allow Landlord to Commence and complete Restoration of the Building and the Demised Premises and Restoration cannot be completed within ninety (90) days after the occurrence, then Tenant may

terminate this Lease by notice to Landlord given within ten (10) days following the earlier to occur of (a) the date the Restoration should have been completed, or (b) the date on which Landlord advises Tenant that the Restoration cannot be completed within ninety (90) days of the occurrence, whereupon Basic Rent, Building Operating Cost and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

12.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic Rent, Building Operating Cost and all other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent, Building Operating Cost and all other payments and charges shall be equitably apportioned.

12.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 13 - INSURANCE AND TAXES

13.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal. The policy shall provide for 6 months loss rent coverage. Tenant shall reimburse the Landlord for the insurance premiums as additional rent within 30 days following demand thereof accompanied by reasonable evidence of the cost.

13.2 Landlord shall pay real estate taxes assessed against the Land and Building when due. Tenant shall reimburse the Landlord for the taxes as additional rent within 30 days following demand thereof accompanied by reasonable evidence of the cost. Taxes shall be prorated for any fractional lease years.

13.3 If Landlord shall receive a rebate, refund or abatement of any insurance premium or tax levy, Landlord shall give prompt notice thereof to Tenant and credit such rebate, refund or abatement to Tenant. In the event such rebate, refund or abatement shall have been received by Landlord after Tenant's reimbursement, Landlord shall submit such rebate, refund or abatement to Tenant within thirty (30) days following receipt.

13.4. Tenant shall have the right to inspect or audit the books, accounts and records of the Landlord in order to determine insurance premium or ad valorem taxes. Such books, accounts and records shall be made available at the offices of Landlord's leasing or managing agent within thirty (30) days of Tenant's demand.

ARTICLE 13 – INSURANCE AND TAXES

13.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal.

13.2. If, as a result of Landlord's leasing of the remaining portions of the Building to parties other than Tenant, or as a result of any assignment or subletting by such parties, Landlord's insurance premium for the coverage required by subparagraph 13.1 shall be increased, then Tenant shall not be liable for or obligated to pay any portion of such increase and such increase shall not constitute part of the Building Operating Cost.

13.3 Landlord shall pay, when due, real estate taxes assessed against the Land and Building during the Initial Term and Extended Term, if any, of this Lease.

ARTICLE 14 - TENANT CANCELLATION PRIVILEGE

14.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent, Additional Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration, Real Property Services; or

(b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it; or

(c) If at any time during the Initial Term or the Extended Term, if any, the square footage in the Demised Premises is, in the sole opinion of the Department of Administration, Real Property Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or

(d) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct, or as otherwise stated herein; or

(e) If Landlord rejects Tenant's request for additional space in the Building upon the same terms and conditions as stated herein, including the annual rate per rentable square foot for rent.

14.2. In addition to the cancellation privileges set forth in subparagraph 14.1, Tenant shall also have the right to cancel this Lease or any portion of the Demised Premises at any time after the first six (6) months of the Initial Term by giving sixty (60) days' written notice to Landlord of Tenant's intention to vacate all or a portion of the Demised Premises, which notice may be provided within the first six (6) months of the Initial Term, to relocate to a building owned or otherwise controlled by the State of South Carolina or any County or City in the State of South Carolina.

14.3. Tenant shall have the right to reduce the size of the Demised Premises during the term of the lease with no continuing obligation under this Lease pertaining to such space by providing Landlord at least thirty (30) days prior written notice identifying the space to be vacated and the date on which Tenant intends to vacate such space. Should Tenant exercise its right to reduce space, Tenant shall relinquish space which is (i) contiguous with any previously relinquished or otherwise vacant space on the same floor; and/or (ii) is reasonably marketable to a third party. Tenant's rights under this section are separate and in addition to any space that may be relinquished under this Article 14. Rent shall be reduced by the amount of space relinquished multiplied by the applicable annual rate per square foot as stated in subparagraph 2.1 hereinabove.

ARTICLE 15 - EXEMPTIONS

15.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

(a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's attorneys' fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;

(d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability; provided, however, that this provision shall not apply to the payment by Tenant of its portion of the costs for the insurance required to be maintained by Landlord in accordance with Article 13 of this Lease;

(e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent, Additional Rent or any other charges payable to Landlord pursuant to this Lease.

ARTICLE 16 - SUBORDINATION AND NON-DISTURBANCE

16.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee.

ARTICLE 17- MINOR REPAIRS

17.1. If at any time during the Initial Term or Extended Term, if any, Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than $3,000, Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Basic Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and Additional Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 18 - SURRENDER

18.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, improvements or

alterations made by Tenant and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 19 - NOTICES

19.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses appearing at the heading of this Lease.

ARTICLE 20 - AMENDMENTS

20.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 21 - HOLDOVER

21.1. In the event Tenant shall remain in the Demised Premises after the Initial Term or the Extended Term, as the case may be, has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent and Additional Rent last in effect under the Lease until either Landlord or Tenant, by thirty (30) days' written notice to the other, shall terminate this Lease, whereupon the Basic Rent, Additional Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 22 – PARKING

22.1. Tenant shall have full access to and free use of the surface parking lot/parking garage surrounding the Building (as shown on Exhibit "C" attached hereto). Landlord shall be responsible for maintaining the surface parking lot/parking garage in good repair.

ARTICLE 23 - MISCELLANEOUS

23.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

23.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

23.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

23.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

23.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

23.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

23.7. Exhibit "A" (Floor Plans), Exhibit "B" (Renovations), Exhibit "C" (Building Rules and Regulations and Exhibit "D" (Janitorial Specifications) referred to in this Lease are incorporated herein and made a part hereof.

23.8. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Real Property Services.

23.9. Any invoice for increases in Building Operating Cost as defined in Article 4 herein requires the approval of Real Property Services.

23.10. This Lease is subject to and conditioned upon the approval of Services, Real Property Services, and shall be of no force or effect until the consent of such office shall be endorsed herein.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

WITNESS: **LANDLORD:**

(witness signature) (signature for landlord)

(printed name and title of signatory)

(date signed by landlord)

WITNESS: **TENANT:**

(witness signature) (signature for tenant)

(printed name and title of signatory)

(date signed by tenant)

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 2016.

Ashlie Lancaster, Director

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 2016. This Lease was approved by the Joint Bond Review Committee at its _____, 2016 meeting and by the State Fiscal Accountability Authority at its _____, 2016 meeting.

Ashlie Lancaster
Director

EXHIBIT "A"

FLOOR PLANS

EXHIBIT "B"

RENOVATIONS

EXHIBIT "C"

BUILDING RULES AND REGULATIONS

EXHIBIT "D"

JANITORIAL SPECIFICATIONS

GOVERNMENTAL REAL ESTATE LEASE

THIS LEASE AGREEMENT (the "Lease") is made as of the Executed Date (which is the date on which the Department of Administration, Real Property Services, executes this Lease as set forth on the signature page) by and between: ___ (the "Landlord") having an address at ___, and the ___ (the "Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at .

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the "Demised Premises") consisting of ___ rentable square feet (_____ usable square feet) on the ___ ( ) floor of the building (the "Building") located at _____, in the County of _____, State of South Carolina (the "Land"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit "A."

ARTICLE 2 - TERM

2.1. The term of this Lease shall be ____ (____) years (the "Initial Term") beginning on ____, ____, (the "Commencement Date") and, unless terminated or extended, shall end on ___, ___, (the "Termination Date"). Provided there is no continuing event of default hereunder by Tenant and subject to the approval of the Real Property Services and any other required State and/or Federal approvals, Tenant shall have the right to extend the term of this lease for up to ____ (____) consecutive terms of ____ (____) years each (the "Extended Term") upon the same terms and conditions contained herein, except the amount of Basic Rent, by giving written notice to Landlord of Tenant's intent to extend the then existing term _____ OR at least sixty (60) days prior to the expiration of the then existing term.

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord during the first year of the Initial Term at the rate of $___ per rentable square foot (rounded), an annual aggregate amount of $___, payable in equal ___ installments of $ in advance on or before the tenth (10th) day of each consecutive calendar ___. Basic Rent for the Initial Term and for the Extended Term shall be payable ___ in the amounts set forth on the Rent Schedule in this subparagraph.

INITIAL TERM	PERIOD: FROM - TO	ANNUAL RENT	MONTHLY RENT	RENT PER SF
YEAR		$	$	$
YEAR		$	$	$
YEAR		$	$	$
YEAR		$	$	$

EXTENDED TERM	PERIOD: FROM - TO	ANNUAL RENT	MONTHLY RENT	RENT PER SF
YEAR		$	$	$
YEAR		$	$	$

YEAR	$	$	$
YEAR	$	$	$

3.2. Rentable square footage shall be determined in accordance with the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International (BOMA), as revised and adopted June 7, 1996.

3.3. All rental payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.4. Unless notified otherwise in writing, all payments of Basic Rent shall be mailed to Landlord at:

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for any lawful purpose. At the commencement date of this Lease, Tenant plans to use the Demised Premises for office use relating to its _____ division.

4.2. If during the Initial Term or any Extended Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant shall have the absolute right to assign this Lease or sublet the Demised Premises to any State agency, institution, department, bureau, political subdivision or State-operated entity, and, with the prior written consent of Landlord, which shall not be unreasonably withheld, to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease.

5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or sub-lessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. The services provided by the Landlord to Tenant as part of Basic Rent shall include, but are not limited to, water and sewer, lighting, heating, ventilating, air conditioning, electricity, elevator service, janitorial service, security service, fire detection service, fire suppression, grounds maintenance, general building maintenance, building equipment maintenance, electrical systems maintenance, HVAC maintenance, plumbing maintenance and any other service necessary to maintain and operate all Building and site improvements. Services provided by the Landlord shall include all service charges, labor, materials and supplies.

6.2. Tenant shall have the option but not the obligation to separately meter all utilities servicing the Demised Premises and to make direct payment for such utility services to the suppliers thereof. If such option is exercised, Tenant shall notify the Landlord in writing and basic rent shall be adjusted to exclude those services separately metered.

ARTICLE 7 – LANDLORD'S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Land and Building in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will keep the Land, the Building and the Demised Premises in good order and repair and make all reasonable improvements to maintain the Land, the Building and the Demised Premises in the same condition as at the commencement of this Lease;

(g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within ninety (90) days after Landlord has notice of damage or the need for repair;

(h) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises resulting from water damage within ninety (90) days after Landlord has notice of damage or the need for repair;

(i) Landlord will be responsible for any asbestos testing needed and asbestos abatement required as a result of Renovations or Improvements, as defined in Article 10 hereinbelow, made by Landlord or Tenant;

(j) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity;

(k) To the best of Landlord's knowledge, the common areas of the Building and the Land comply with the Americans with Disabilities Act of 1990 and the rules and regulations promulgated thereunder (the "ADA") together with any amendments thereto;

(l) Landlord represents and warrants that the rentable square footage for which Tenant is making payment has been measured and computed in accordance with BOMA standards; and

(m) Landlord shall provide a floor plan to scale of the Demised Premises as occupied by the agency at the commencement of the lease within thirty (30) days of tenants occupancy.

7.2. Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(d).

ARTICLE 8 – TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due (provided a written invoice is submitted thirty (30) days in advance to the Tenant by the Landlord) provided, however, that should any rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord shall, at Landlord's sole cost and expense and within ninety (90) days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Landlord shall make all renovations to the Demised Premises in accordance with Tenant's plans and specifications annexed hereto as Exhibit "B" (the "Renovations"). All Renovations shall be performed in a good and workmanlike manner and in accordance with all applicable statutes, codes, rules, regulations and ordinances. Tenant shall have the right to inspect the Demised Premises and the Renovations, from time to time as Tenant shall deem necessary or appropriate, to determine whether the Renovations, as made or being made by Landlord, are in accordance with the plans and specifications. Landlord shall complete the Renovations prior to the Commencement Date of this Lease. In the event the Renovations have not been completed by the Commencement Date, Tenant shall have the option to (a) extend the Commencement Date of this Lease to a date not later than ninety (90) days following the original Commencement Date, or (b) take possession of the Demised Premises, in which event Basic Rent and Additional Rent

shall abate until completion of the Renovations by Landlord, such date to constitute the new Commencement Date of this Lease. In the event Tenant elects to extend the Commencement Date pursuant to subparagraph (a) above and, in the further event the Renovations are not completed by the new Commencement Date, Tenant shall have the right to terminate this Lease by written notice to Landlord in which event this Lease shall be rendered null and void, or Tenant shall have the right, but not the obligation, to undertake such renovations and, in such event, shall have the right to deduct the cost thereof from Basic Rent. Upon Landlord's completion of Renovations, Landlord shall provide Tenant with written notice thereof and shall obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable law.

OR

Landlord shall make the renovations ("Renovations") to the Demised Premises in accordance with plans and specifications and a construction contract to be approved by Tenant; provided that the cost to Landlord of said Renovations shall not exceed $_____. Tenant shall specify and approve the Renovations, including any change orders to be made and shall approve all contractors to be used. Landlord shall provide Tenant with all contractor itemized estimates and receipts prior to and for all Renovations, including change orders. All Renovations shall be performed in a good and workmanlike manner and in accordance with all applicable statutes, codes, rules, regulations and ordinances. Tenant shall have the right to inspect the Demised Premises and the Renovations, from time to time as Tenant shall deem necessary or appropriate, to determine whether the Renovations, as made or being made by Landlord, are in accordance with the plans and specifications. Provided that Tenant has approved the construction contract in writing, as soon as practicable thereafter following the issuance of the construction permit, Landlord shall commence the Renovations and shall substantially complete the Renovations on or before the Commencement Date (the "Anticipated Substantial Completion Date"). In the event the Renovations have not been completed by the Anticipated Substantial Completion Date, either Landlord or Tenant shall have the option to extend the Anticipated Substantial Completion Date to a date not later than thirty (30) days following the original Anticipated Substantial Completion Date. In the event Landlord or Tenant elects to extend the original Anticipated Substantial Completion Date as set forth above and, in the further event the Renovations are not completed by the new Anticipated Substantial Completion Date, Tenant shall have the right to terminate this Lease by written notice to Landlord in which event this Lease shall be rendered null and void, or Tenant shall have the right, but not the obligation, to undertake such Renovations and, in such event, shall have the right to deduct the cost thereof up to the amount of $_____ from Basic Rent. Following the Substantial Completion Date, Landlord shall provide Tenant with written notice thereof and shall obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable law. If the Renovations are completed at a cost that is less than $_____, Landlord shall provide Tenant with a credit for the difference between the actual cost of the Renovations and $_____ to be used by Tenant at any time during the term of the lease towards future renovations. If the Renovations are completed at a cost that is more than $_____, Tenant shall provide Landlord with a payment equal to the difference between the actual cost of the Renovations and $_____ to reimburse Landlord for such excess cost. Landlord shall invoice Tenant for such excess cost, if any, and the invoiced amount shall be due from Tenant within thirty (30) days of Tenant's receipt of the invoice.

10.2. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such improvement shall be completed in a good and workmanlike manner and in accordance with all

applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.3. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there is any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises.

11.3. If Tenant elects to allow Landlord to Commence and complete Restoration of the Building and the Demised Premises and Restoration cannot be completed within ninety (90) days after the occurrence, then Tenant may terminate this Lease by notice to Landlord given within ten (10) days following the earlier to occur of (a) the date the Restoration should have been completed, or (b) the date on which Landlord advises Tenant that the Restoration cannot be completed within ninety (90) days of the occurrence, whereupon Basic Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic Rent and all other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and all other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 - INSURANCE AND TAXES

12.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal. The policy shall provide for 6 months loss rent coverage. Tenant shall reimburse the Landlord

for the insurance premiums as additional rent within 30 days following demand thereof accompanied by reasonable evidence of the cost.

12.2 Landlord shall pay real estate taxes assessed against the Land and Building when due. Tenant shall reimburse the Landlord for the taxes as additional rent within 30 days following demand thereof accompanied by reasonable evidence of the cost. Taxes shall be prorated for any fractional lease years.

12.3 If Landlord shall receive a rebate, refund or abatement of any insurance premium or tax levy, Landlord shall give prompt notice thereof to Tenant and credit such rebate, refund or abatement to Tenant. In the event such rebate, refund or abatement shall have been received by Landlord after Tenant's reimbursement, Landlord shall submit such rebate, refund or abatement to Tenant within thirty (30) days following receipt.

12.4. Tenant shall have the right to inspect or audit the books, accounts and records of the Landlord in order to determine insurance premium or ad valorem taxes. Such books, accounts and records shall be made available at the offices of Landlord's leasing or managing agent within thirty (30) days of Tenant's demand.

ARTICLE 12 – INSURANCE AND TAXES

12.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal.

12.2. If, as a result of Landlord's leasing of the remaining portions of the Building to parties other than Tenant, or as a result of any assignment or subletting by such parties, Landlord's insurance premium for the coverage required by subparagraph 12.1 shall be increased, tenant shall not be liable for or obligated to pay any portion of such increase.

12.3 Landlord shall pay, when due, real estate taxes assessed against the Land and Building during the Initial Term and Extended Term, if any, of this Lease.

ARTICLE 13 - TENANT CANCELLATION PRIVILEGE

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration, Real Property Services; or

(b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it; or

(c) If at any time during the Initial Term or the Extended Term, if any, the square footage in the Demised Premises is, in the sole opinion of the Department of Administration, Real Property Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or

(d) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct, or as otherwise stated herein; or

(e) If Landlord rejects Tenant's request for additional space in the Building upon the same terms and conditions as stated herein, including the annual rate per rentable square foot for rent.

13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease or any portion of the Demised Premises at any time after the first six (6) months of the Initial Term by giving sixty (60) days' written notice to Landlord of Tenant's intention to vacate all or a portion of the Demised Premises, which notice may be provided within the first six (6) months of the Initial Term, to relocate to a building owned or otherwise controlled by the State of South Carolina or any County or City in the State of South Carolina.

13.3. Tenant shall have the right to reduce the size of the Demised Premises during the term of the lease with no continuing obligation under this Lease pertaining to such space by providing Landlord at least thirty (30) days prior written notice identifying the space to be vacated and the date on which Tenant intends to vacate such space. Should Tenant exercise its right to reduce space, Tenant shall relinquish space which is (i) contiguous with any previously relinquished or otherwise vacant space on the same floor; and/or (ii) is reasonably marketable to a third party. Tenant's rights under this section are separate and in addition to any space that may be relinquished under this Article 13. Rent shall be reduced by the amount of space relinquished multiplied by the applicable annual rate per square foot as stated in subparagraph 2.1 hereinabove.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

(a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's attorneys' fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;

(d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability; provided, however, that this provision shall not apply to the payment by Tenant of its portion of the costs for the insurance required to be maintained by Landlord in accordance with Article 12 of this Lease;

(e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent, Additional Rent or any other charges payable to Landlord pursuant to this Lease.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created

hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee.

ARTICLE 16- MINOR REPAIRS

16.1. If at any time during the Initial Term or Extended Term, if any, Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than $3,000, Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Basic Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, improvements or alterations made by Tenant and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses appearing at the heading of this Lease.

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Initial Term or the Extended Term, as the case may be, has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this

Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent last in effect under the Lease until either Landlord or Tenant, by thirty (30) days' written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 – PARKING

21.1. Tenant shall have full access to and free use of the surface parking lot/parking garage surrounding the Building (as shown on Exhibit "C" attached hereto). Landlord shall be responsible for maintaining the surface parking lot/parking garage in good repair.

ARTICLE 22 - MISCELLANEOUS

22.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

22.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

22.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

22.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

22.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

22.7. Exhibit "A" (Floor Plans), Exhibit "B" (Renovations), Exhibit "C" (Building Rules and Regulations and Exhibit "D" (Janitorial Specifications) referred to in this Lease are incorporated herein and made a part hereof.

22.8. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Real Property Services.

22.9. This Lease is subject to and conditioned upon the approval of Real Property Services, and shall be of no force or effect until the consent of such office shall be endorsed herein.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

WITNESS: **LANDLORD:**

(witness signature) (signature for landlord)

(printed name and title of signatory)

(date signed by landlord)

WITNESS: **TENANT:**

(witness signature) (signature for tenant)

(printed name and title of signatory)

(date signed by tenant)

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 2016.

Ashlie Lancaster, Director

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 2016. This Lease was approved by the Joint Bond Review Committee at its _____, 2016 meeting and by the State Fiscal Accountability Authority at its _____, 2016 meeting.

Ashlie Lancaster
Director

EXHIBIT "A"

FLOOR PLANS

EXHIBIT "B"

RENOVATIONS

EXHIBIT "C"

BUILDING RULES AND REGULATIONS

EXHIBIT "D"

JANITORIAL SPECIFICATIONS

Exhibit J

Proposer's Due Diligence Acknowledgment and Indemnification Form

The undersigned Proposer hereby acknowledges it shall have until 2:00 p.m. on January 9, 2017 to undertake certain necessary inspections, market studies and other studies and testing (the "**Inspection Period"**) related to the existing state-owned building located at 2221 Devine Street, Columbia, SC 29205 ("2221 Devine"). Upon written request for access to 2221 Devine at least three (3) business days prior to the anticipated inspection, testing, and/or assessment, the South Carolina Department of Administration ("Admin") agrees to provide Proposer and its agents, employees and representatives full access to 2221 Devine, to cooperate with Proposer in connection with such inspection and to promptly review all requests for access.

During the Inspection Period, Proposer may perform its own "due diligence" inspections of 2221 Devine at its sole cost and expense, including market studies, environmental site assessments, sampling and testing of the soils, sediments and groundwater. Admin shall be permitted to have a representative attend all such due diligence inspections. The dissemination of any reports, studies, or other information obtained by Proposer with respect to 2221 Devine to any third party entity or individual requires the prior written consent of Admin. Proposer acknowledges and understands that all physical inspections of 2221 Devine must comply with Admin's requirements as may be applicable. Proposer further acknowledges and understands that any destructive testing of 2221 Devine requires the prior written consent by Admin.

Proposer represents and warrants it shall indemnify and hold the State, including Admin, harmless from any and all liability, damage, expense, claims, liens or judgments, including reasonable attorneys' fees, resulting from injury to person or damage to property resulting from or in any fashion arising out of the negligent acts, errors or omissions of Proposer, its agents, employees, volunteers, contractors, or invitees, upon 2221 Devine. Proposer will promptly repair any damages caused by it or its agents, employees, volunteers, contractors or invitees to said 2221 Devine at Proposer's sole cost and expense. Proposer understands and agrees that **2221 Devine is being sold in "As-is" condition without any representation regarding the property's condition, environmental or otherwise.**

IN WITNESS WHEREOF, the undersigned has duly executed this Acknowledgment and Indemnification Form this _____ day of _____, 20___.

WITNESS: PROPOSER:

[*PROPOSER]*

_____ By:_____

Print Name:_____