



**Francis Marion University
Request for Proposal**

Solicitation Number **RFP-2334**
 Date Issued **10/16/2019**
 Purchasing Officer **Paul MacDonald**
 Phone **(843) 661-1161**
 E-Mail Address **pmacdonald@fmarion.edu**

DESCRIPTION: **Provide and Install Video Display Board System for University Center at Francis Marion University**

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

SUBMIT OFFER BY (Opening Date/Time): **11/19/2019 at 2:00 PM EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **11/04/2019 at 2:00 PM EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, three (3) copies in hard copy clearly marked "COPY," one Magnetic Media as Specified and One (1) Redacted Copy as Specified.**

SUBMIT YOUR OFFER TO ONE OF THE FOLLOWING ADDRESSES IN A SEALED PACKAGE.

MAILING ADDRESS: Francis Marion University Purchasing Office P.O. Box 100547 Florence, SC 29502-0547	EXPRESS SHIPPING ADDRESS: Francis Marion University Central Receiving 4822 E. Palmetto Street Florence, SC 29506	HAND-DELIVERY: Francis Marion University Purchasing Office (Room 102) Stokes Administration Building 4822 E. Palmetto Street Florence, SC 29506
--	--	---

CONFERENCE TYPE: A Recommended Site Visit DATE & TIME: October 30, 2019, 2:00pm As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: Francis Marion University University Center 4822 East Palmetto Street Florence, SC 29506
--	--

AWARD & AMENDMENTS	A Notice of Award will be posted on 11/22/2019 . The award, this solicitation, and any amendments will be posted at the following web address: http://www.fmarion.edu/about/solicitationsawards
--------------------	--

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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

(See "Signing Your Offer" provision.)

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION
(If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.
(See "Taxpayer Identification Number" provision)

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

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

ACKNOWLEDGMENT OF AMENDMENTS 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 DO NOT APPLY WITH THIS SOLICITATION: Per Section 11-35-1524(E)(5) preferences do not apply to to procurements conducted pursuant to Section 11-35-1530 of the South Carolina Consolidated Procurement Code.

Solicitation Outline

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

I. SCOPE OF SOLICITATION

It is the intent of the university to solicit proposals for a Video Display Board for the University Center at Francis Marion University in accordance with all requirements stated herein.

ACQUIRE SERVICES (JAN 2006)

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

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 12/05/2019 End date: 04/15/2020. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, 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 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 to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

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

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:

<http://www.fmarion.edu/about/solicitationsawards>

(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; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

BOARD AS PROCUREMENT AGENT (FEB 2015)

The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

[02-2A030-2]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

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

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:<http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at:<http://www.scstatehouse.net/coderegs/statmast.htm>. [02-2A040-1]

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

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

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]

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 (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

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 on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [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]

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 (JAN 2004)

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

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

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

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

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an

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

STATE OFFICE CLOSINGS (JAN 2004)

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

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]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

- (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
- (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

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

SEND QUESTIONS TO: Francis Marion University
Purchasing Department – SAB 102
4822 East Palmetto Street
Florence, SC 29506
Attention: Paul MacDonald
E-mail: pmacdonald@fmarion.edu

The preferred method of receiving questions is via e-mail; please reference the solicitation name and number in the subject line.

All questions should be received no later than the date and time specified on the cover page.

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]

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]

DISCUSSIONS AND NEGOTIATIONS (NOV 2007)

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

DISCUSSION WITH OFFERORS (JAN 2006)

After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT FMU MAY 2019)

In addition to your original offer, you must submit an electronic copy or copies on USB Drive, as per Page 1 of this solicitation. Submit the number of copies indicated on the cover page. Every 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 sets of copies are provided, copy 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]

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 - MMO ADDRESS (JUNE 2006)

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

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

(b) by 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. [Site Visit Scheduled for October 30, 2019, 2:00 pm.](#) [Contact Person's Name: Paul J. MacDonald,](#) [Contact's Phone Number: 843-661-1161, Location – See Cover page 1:](#) [02-2B165-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

It is the intent of the university to solicit proposals for a Video Display Board System for the University Center at Francis Marion University in accordance with all requirements stated herein.

Background Information

Francis Marion University:

Located on a 400-acre campus seven miles east of Florence South Carolina including expanded educational facilities in the Downtown Florence, SC area, Francis Marion University (FMU) is a State-supported, co-educational four-year educational institution enrolling approximately 3,900 students.

Part 1. GENERAL

1 GENERAL REQUIREMENTS

1 LED display manufacturers and direct sale representatives are invited to provide a proposal based on specifications provided in this document for Francis Marion University.

2 All requirements in this section of the solicitation as well as in other sections of the solicitation, Referenced Documents or Practices, and any Amendments to the solicitation shall be considered a part of this section. The Offeror is responsible for becoming thoroughly familiar with the solicitation and all its contents to provide the most accurate proposal possible. Contractor is responsible for coordinating all items of this section with the University to insure that all items of this section are furnished in accordance with University standards.

2 REFERENCES

Contractor shall be apprised of and abide by any statutory requirements related to the contract, including but not limited to:

- 1 National Fire Protection Association (N.F.P.A.).
- 2 American National Safety Institute (A.N.S.I.).
- 3 National Electrical Code (N.E.C.).
- 4 Underwriters Laboratories (U.L.).
- 5 Electronics Industries Association (E.I.A.).
- 6 Standard for Electric Signs, UL-48.
- 7 Standard for Control Centers for Changing Message Type Signs, UL-1433.
- 8 Federal Communications Commission Regulation Part 15.
- 9 Project Drawings

3 DEFINITION OF TERMS AND ABBREVIATIONS

- 1 Provide: to supply and install.
- 2 Supply: to supply but not install.
- 3 Install: to install but not supply.
- 4 Future: Equipment that will be provided by university at a later date. Accommodations shall be provided for future equipment as shown on the drawings.

5 Contract Documents: This specification and included conceptual display drawings

6 University: Francis Marion University

4 RESPONSIBILITY AND RELATED WORK

1 Contractor shall coordinate scheduling of work with the University.

2 The systems described in this section will be called the "Video Display System" and the installer will be named "The Contractor." The Contractor will provide all labor, materials, equipment, necessary tools, test equipment, hoisting, transportation, supervision and coordination necessary to complete the installation of the "Video Display System" as described in the construction documentation.

3 The Contract Documents are intended to include or imply all items required for the proper execution and completion of the work.

4 The Video Display System consists of the materials, equipment and systems described in this specification, related drawing details, and any schedules that are part of the contract documents. This Contract is for equipment, material, installation and training. The work of this section includes the complete and operational Video Display System.

5 The Contractor shall provide minor accessories, such as connectors, adapters, matching devices and equipment items needed for a complete system, even if not specifically mentioned herein or on the drawings, without claim for additional payment.

6 The Contractor shall provide complete, turnkey Video Display System, fully tested and ready for intended use according to the design intent of the contract documents.

7 The Contractor shall obtain all insurance, licenses and permits necessary to complete the work, and for operation by the University.

8 If a conflict is identified between the Contract Documents and the appropriate codes and is reported to the University and confirmed prior to contract award, the university will coordinate with the Contractor for clarification or revision. When a conflict is reported after contract award, the Contractor will propose a resolution of the conflict and, upon approval, perform related work.

9 If necessary, the Contractor shall coordinate with other Contractors as required and in a timely fashion to convey all information (scheduling, structural, electrical, technical or otherwise) necessary to complete the project.

10 The Contractor shall be responsible for:

1 Verification of dimensions and conditions at the project for the display and control equipment locations prior to ordering/manufacturing.

3 Provision of all transportation and hoisting.

4 Furnishing protective covering during construction/installation to prevent damage or entrance of foreign matter.

5 Replacing at no expense to University/project, product damaged during delivery, storage or handling.

6 Provision of safe and protected storage. The university takes no responsibility for damage or theft relating to negligence in failure to secure equipment by The Contractor.

7 Installation in accordance with the Contract Documents, manufacturer's recommendations, and all applicable code requirements.

8 Provision of complete assemblies (sub-structure, enclosure, and finishes) and all necessary attachment hardware, and framing.

9 All required material including front border metals to protect and finish out the display systems.

10 Provision, termination and testing of all necessary electrical power, signal cabling, and remote operation control cabling. The university will run all electrical wiring for this project.

11 Provision of all transmission, processing, receiver electronics to distribute control signals to the display. The university will run all electrical wiring for this project.

12 Coordination of any installation of rack mounted devices into equipment racks with other related trades with equipment in the same space.

13 Connecting ground point to all equipment in accordance with NEC code and standards specified. Coordinate with Division 26.

14 Provision of a dielectrically insulated ground joint connection that will isolate any conduit systems from the chassis of the rack where conduits enter any equipment racks furnished under this section.

15 UL Certification of all pertinent equipment including control and display systems attached with identification labels. If any equipment requiring certification is not UL Certified, then The Contractor shall arrange onsite inspections and certification at no additional expense to the contract/project.

16 All control equipment to operate the display shall be located in the facilities' control room at the Smith University Center. Any necessary signal/control conduit and cable raceways for cable runs to and from display components will be provided by the university. All fiber to be provided by the Contractor.

17 All submittals detailed within the Contract Documents

18 Initial tests and adjustments

19 Final performance testing, calibration and adjustment prior to first use.

20 Maintenance services contract, warranty for equipment and workmanship.

23 Provide protection for the existing finishes during installation. Any damage caused during construction is the full responsibility of the Contractor to repair or replace at no additional cost.

24 Contractor to remove/dismantle all existing displays in a manner that allows for reuse of removed displays in another location. Removal and disposal of existing scoreboards and shot clocks at the discretion of Francis Marion University and the State of South Carolina regarding disposal of State Property.

5 PROJECT SCHEDULE

1 The Contractor shall coordinate with the University for all final scheduling of work. The outline below is intended to provide guidelines for bidding purposes only.

1 Final Proposal: November

2 Award & Release: November

3 Delivery & Installation: March 2020

3 Completed Training: April 6, 2020

6 SYSTEMS DESCRIPTIONS

1 LED Video Displays

1 It is understood that The Contractor's manufacturing processes, electronics, enclosure requirements and display module sizes may dictate the final manufacturer's offering.

2 Dimensions indicated are ideal target active video area unless otherwise noted.

3 The LED Video Displays work shall include:

1 Two (2) - pixel pitch no greater than 6mm, rear serviceable, shall accept high definition 1080p60 (maximum) video inputs and then scale to the displays native resolution, full color LED pixel large screen display system including all related control and processing systems required to make a "complete operating system" as detailed in Part 2 Product.

- Active area shall have height no less than 6'6" but no greater than 7', and shall have width no less than 19'6" but no greater than 20'.

2 Software with ongoing upgrade service for utilization of monitor.

3 All secondary support structure necessary to connect to the existing primary structure.

2 LED Scorer's Tables

1 It is understood that The Contractor's manufacturing processes, electronics, enclosure requirements and display module sizes may dictate the final manufacturer's offering.

2 Dimensions indicated are ideal target active video area unless otherwise noted.

3 Tables shall be mobile.

4 The LED Video Displays work shall include:

1 Two (2) - pixel pitch no greater than 10mm, front serviceable, full color LED pixel large screen display system including all related control and processing systems required to make a "complete operating system" as detailed in Part 2 Product.

- Active area of LED Video Displays in sum shall have height no less than 2'1" but no greater than 2'6", and shall have width no less than 18'8" but no greater than 19'6".

2 Provide software with ongoing upgrade service for utilization of monitor

3 Hardware Based Programming, Scoring, and Timing Control System.

1 The Contractor shall provide scoring control console.

2 The Contractor shall provide additional console for remote application of unique sporting events and for non-sporting event utilization of display at the University Center e.g. commencement, guest speakers, student events; OR confirm that scoring control console also satisfies all elements of this item.

- System shall be fully compatible with the following systems and their subsequent upgrades as necessary, presently utilized in the university athletics department:
 - Scorebot
 - Stat Crew
 - Genius NCAA Live Stats system

3 The Contractor shall provide primary and backup scoring consoles.

4 Standard Shot Clocks and Backboard Lights

1 The Contractor shall provide two (2) Basketball Shot Clocks – fully acceptable by NCAA standards

1 Controllable with proposed items in Part 1, Item 3 Hardware Based...

2 The Contractor shall provide Backboard Light

1 Controllable with proposed items in Part 1, Item 3 Hardware Based...

5 The Contractor shall provide One Year Complete System Base Warranty.

1 Warranty shall include, at no cost to the university:

1 Factory repair of failed parts

2 Shipping to and from the site.

3 Labor to replace failed parts.

4 Reconfiguration and recalibration of any display due to a failure.

6 Maintenance Plan

1 The Contractor shall provide technician(s) for the following:

1 One Day of onsite training on system after completion of installation to include athletics and non-athletics applications of the system.

Technician(s) shall be direct employees of the LED display manufacturer or licensed specifically by the LED manufacturer as having been trained to manage all aspects of installation and utilization of the proposed system.

7 Scoring Equipment

1 The Contractor shall provide all equipment, cabling, installation, and training for the following scoring equipment:

1 Primary Control Console – with case for means of storage and ease of transport

7 SUBMITTALS

1 BID SUBMITTALS

1 Offeror's bid shall be valid for 120 days without claim for additional payment.

2 Proposed Video Display and associated equipment.

3 With the offeror's proposal, the university requires that the offeror propose the specific Video Display Board and associated equipment that will be included as part of the installations for the entirety of the contract. Deviation from the specified unit may only be made upon prior mutual agreement between Contractor and the University. Offeror shall provide the following detail regarding all equipment proposed (includes Video Display and all associated equipment):

- Manufacturer
- Model number
- Specifications sheet to include
 - o Product Data
 - o Mechanical Specifications
 - o Unit Dimensions
 - o Weight and Clearance details (if applicable)
 - o Field Installed options including detailed part numbers for these options

2 PROJECT SUBMITTALS:

1 Product Data Submittal: Contractor shall submit manufacturer's product data sheets for each item of equipment to be used for the contract project in electronic form via USB drive as PDF electronic files.

2 Shop Drawings Submittal: Contractor shall indicate complete details and dimensions of work to be performed and indicate types and locations of equipment, fabricated equipment, and other details to completely describe work to be performed.

3 Contractor shall submit the above information via USB drive as PDF electronic files for review by the university. There shall be no contract work authorized on site without the prior submittal of a complete set of shop drawings. Any exceptions to this contractual requirement must be in writing and approved by the university. Details to include the following:

1 Plan, Elevation and Section Views of the displays.

2 Drawings showing and connection of the installer supplied equipment to the structure at each different condition.

3 Wiring diagrams. Complete, detailed wiring diagrams for all systems including cable types, identification and color codes, and detailed wiring of connections, both at equipment and between equipment racks and wiring in conduit.

4 Location of all equipment in racks, consoles, millwork, enclosures with dimensions; wire routing and cabling within housings; AC power outlets, terminal strip and UPS locations.

5 Conduit riser diagrams for all systems.

6 Schematic drawings of any custom circuitry or equipment modifications, including connector pinouts and component lists.

7 Equipment rack elevations.

8 Schedule of terminations for all systems.

9 Terminal strip layouts for all proposed terminal strips.

10 Power consumption at 50 % and 100 % illumination levels for each display.

3 CONTRACT CLOSEOUT SUBMITTALS

1 Contractor shall keep a single complete set of approved shop drawings on the project site for the full duration of the project until after the final system commissioning. Contractor shall note any changes made during installation on these single set of drawings.

2 Contractor shall submit three corrected sets of reproducible drawings showing work as installed. All "as-built" drawings are to be submitted both in electronic form (ACAD 2012 or later) and in hard copy (42"x30").

3 University Reference Manual: Before university training commences, Contractor shall submit the following as Adobe .pdf files on 3 CD's or USB drives and as hard-copy in a single 3 ring binder with project title. Contractor shall submit individual sub-directories/tabular dividers with the following headings:

- a A legend with acronyms and abbreviations.
- b A catalog of all equipment, organized by manufacturer, model, serial number, including the room and rack number where the device is located.
- c System Operation Instructions: Narrative verbiage with photographs and diagrams detailing operational procedures for all equipment as a system.
- d Manufacturer's User Manuals for all equipment.
- e Warranty Information for all equipment. Include warranty period and service department contact information.
- f System Maintenance Instructions: Narrative verbiage with photographs and diagrams detailing university's responsibilities for preventative maintenance to include schedules and any specific products, procedures or specialized/custom tools required for maintenance of the display system.
- h A list of all test results performed on the systems as outlined in Part 3, Item 4 proving the systems to be in full compliance.

8 CODE COMPLIANCE

1 All work performed by the Contractor and materials used by the Contractor in performance to the contract shall comply with all applicable codes and regulations to meet or exceed Federal, State, City, and Local Building Codes and Regulations (including seismic). Contractor shall advise the University if anything in the Drawings or Specifications is out of compliance with codes and/or laws prior to proposal submission.

9 PROJECT CONDITIONS

1 Contractor shall notify the University in writing of any issues on the job site negatively affecting the contractor's pursuance of work under their scope. Contractor shall submit recommendations for resolution and assist in coordinating solutions with other trades.

2 Contractor shall verify position and elevation of structure and its layout for display equipment. Contractor shall verify dimensions by field measurements.

3 The University has verified the mounting structure capable of supporting a weight of no greater than 3,000 lbs. for Video Display Board system and its associated components.

- Contractor shall submit structural calculations with the shop drawing submittals concerning final connection of display to provided steel. Copies of shop drawings including weight calculations shall be provided to the University and also retained by the Contractor. This will be for the final mounting and connection of the displays to the structure.

4 Electric circuits and whips to connect to each display cabinet for the display will be provided by the university.

10 GUARANTEES

1 Contractor shall warrant labor and materials on the display systems for one (1) years following the date of Final University Acceptance as base offering.

2 Within the warranty period, Contractor shall:

1 Make available an exchange program to supply replacement parts for components that fail during the coverage period. To minimize downtime, the exchange parts will be shipped on the same day the order is received or on the following day. The manufacturer will also enclose an air bill for return of the defective components.

2 Make available a help desk staffed by experience technicians and coordinators who are thoroughly familiar with the scoreboard and matrix display products and available for technical support. This contractor help desk staff must be available at no additional cost to the customer and provide an "on-call" service during weekends.

3 Make available access to a local Authorized Service Company that will provide only certified technician(s) of the manufacturer for all products proposed that can repair or replace any faulty item the next day without charge, including parts and labor and assist university's staff in replacing, reprogramming or recalibrating this equipment to return entire system to complete functionality.

3 This warranty shall not void specific warranties issued by manufacturers for greater periods of time. Nor shall it void any rights guaranteed to the University by law.

4 Contractor will make available to University the exact beginning and ending dates of the warranty period. Include the name of the person to call for service and telephone number. This information is to be part of Project Record Set.

5 Contractor shall submit alternate pricing for extended maintenance contracts on displays and control systems based on the above criteria.

Part 2. PRODUCT

1 MANUFACTURERS

1 Recommended Display Manufacturer's and Direct Sale Representatives.

1 Manufacturers identified in this specification are listed as a standard of quality. Regardless of the length or completeness of the descriptive paragraphs herein, each device included in proposals submitted by offeror shall meet or exceed all of the specifications. It is the offeror's responsibility to verify performance of intended equipment as required prior to proposal submittal.

1 Daktronics

2 Formetco

3 Mitsubishi

4 Panasonic

5 Samsung/Yesco

NOTE: If it is determined during the evaluation process that each device included in an

offeror's proposal does not meet all the specifications, then that offeror's entire proposal may be deemed non-responsive and removed from further consideration.

2 All equipment supplied will be new and meet the latest published specifications of that product. Take care during installation to prevent scratches, dents, chips, etc.

3 By providing a proposal, offeror asserts that the product will be a new and currently offered product at the time of installation. A substitution for the proposed product accepted by the university is not acceptable.

4 Proposal must list all manufacturers of proposed video display system i.e. display, display interfaces, processors. Failure to include this information in the proposal may deem the proposal as non-responsive and could remove the offeror from consideration.

2 SYSTEM REQUIREMENTS

1 Technical and Engineering Standards

1 General

1 Large format display systems shall allow repair from the front and shall allow "hot" repair while the system is operating.

2 LED Display Systems

1 The display systems will be comprised of full color LED pixel technology.

2 Brightness of individual adjacent LED's must vary no more than 2%, and no more than 10% across the entire display.

3 The display system will be equipped with an illumination sensor exterior to the display and allow for both automatic and manual control of preset illumination levels in at least 20% increments up to 100%.

4 The display must be capable of 140 degree minimum horizontal angle of viewing and 30 degree upper and 60 degree lower minimum vertical angle (defined at 50% brightness and zero color shift).

3 Control and Signal Processing/Distribution Systems.

1 The Contractor shall provide a fully functioning control system for the displays provided. This includes the ability to input and process/scale two video sources 720P/1080i/1080P and the ability to place, scale/size, tile and layer the video sources along with content, data, advertising or other graphics as necessary.

2 Primary media playback devices and display interface processors shall be provided by the contractor.

3 The contractor shall provide a control system which will allow content and media playback, live scoring and statistical data and an easy to operate interface for operation during game use. The ability to treat each display as an open "canvas" providing the ability to section or window out area's for content and other purposes.

4 All control equipment to operate and provide signal to the display shall be located at the control location. Contractor shall provide all connections, cabling, and terminations between the display and the operating location.

5 The contractor must provide a user station for display operations as well as a KVM system with remote user station and shall provide the ability to operate all CPU's provided.

6 The Contractor shall provide computer interfaces for all CPU devices in their scope.

7 The Contractor shall provide the KVM matrix.

1 Acceptable manufacturer is Raritan KVM or approved equivalent required.

8 Processing and control equipment shall allow for external control of the display controller via TCP GPI triggers and/or RS-422/232 serial control protocols such as P-BUS.

9 The Contractor shall provide Diagnostic Software to assist the University in diagnosing, isolating and repairing deficiencies in the display and control system, including defective elements.

10 The Contractor shall provide uninterruptible power supply systems for all computer interface and computer processing systems sufficient to allow proper shut down of operating systems in a power outage.

11 The Contractor shall provide a statistics interface to feed the truck dock.

4 Control and Signal Processing/Distribution Cabling

1 Installation shall include all required and operationally necessary low voltage control and fiber optic cabling in unbroken/unspliced home runs from Consoles or Score to each display component.

5 Structural Engineering

1 The display systems shall be designed, and installed by the Contractor in their entirety.

2 For display systems that are to attach to facility structure, the Contractor shall be responsible for field verification of existing conditions, submittal of shop drawings illustrating details of structural connection of display to facility structure, and submittal of structural calculations demonstrating compliance of display connection to facility structure to all building code structural requirements. Shop drawings and calculations shall be sealed and signed by a South Carolina licensed Structural Engineer retained by the Contractor.

3 Provide electrolytic protection between different adjoining metals.

4 Any display mounted to the University Center Structure shall not exceed 3,000 pounds.

6 Electrical

1 All power distribution to be provided by the university.

2 The university will provide and connect circuits to the LED cabinets.

8 Spares

1 Provide one spare 12 strand single mode fiber optic cable and one spare low voltage control cables between the Control Room equipment and the display.

2 Spare parts shall be in stock with the vendor for purchase at the discretion of the university.

Part 3. EXECUTION

1 GENERAL

The Contractor shall be responsible for:

1 Coordinating all work with university to avoid causing delays in installation schedule.

2 Mounting equipment and enclosures plumb and square. Permanently installing equipment to be firmly and safely held in place.

3 Covering edges of cable pass-through holes in enclosures, chassis, racks, boxes, etc., with rubber grommets or Brady GRNY nylon grommets. Adhesive-backed electrical tape and friction tape is not acceptable for insulation or protective purposes.

4 Providing ventilation necessary to keep temperature between equipment below 85 degrees Fahrenheit. This ventilation system must be temperature actuated.

5 Providing a non-fluorescent service lamp in equipment area.

6 Providing blank rack-mount panels installed in all rack openings not occupied by equipment. Blank filler panels will not exceed five rack units in size. Custom rack panels shall be 1/8 inch thick aluminum, standard EIA sizes, brushed black anodized finish unless otherwise noted.

7 Installing rack mounted equipment with black 10-32 Phillips head machine screws.

8 Panels or equipment mounted on the rear rack rails shall not block access to any front mounted components. Front mounted equipment will be given ample space to allow for access to rear connection.

2 CABLING

The Contractor shall be responsible for:

1 Exercising care in wiring; damaged cables or equipment shall not be accepted. Isolate cables of different signals or different levels; and separate, organize, and route to restrict channel crosstalk or feedback oscillation.

2 Wiring entering equipment racks and enclosures will be run directly to equipment. Use of splices or connectors to extend cabling to equipment will not be accepted.

3 Wiring and connections will be completely visible and labeled in equipment racks and enclosures.

4 Managing horizontally routed wiring to equipment with lacing bars and including a service loop for future adjustments and terminations.

5 Providing additional service loops to accommodate the full range of travel of the slide for equipment mounted on slides

6 Neatly bundling excess AC power cables from rack-mounted equipment with plastic cable ties. Bundling rack wiring with plastic cable ties or hook and loop tie wraps.

7 Neatly installing all cables in cable trays while maintaining separation of the different cable types.

8 Screw Connections: Only insulated crimp on spade terminals shall be used for application to barrier strips. Multiple gang lugs or ring lugs are not acceptable for this purpose.

1 This is only applicable to stranded conductor wires. Solid conductors will be attached directly to the barrier strip.

2 All conductors will be stripped prior to installation underneath screws on terminals. Provide crimp lugs on stranded control cables, solid conductor wire will not require crimp lugs on individual conductors. All screw terminated solid conductors will be wrapped in the same direction as screw rotation during tightening.

9 Multi-conductor Cables: Contractor shall follow a uniform application of color codes for multi-

conductor cables throughout the Facility. Where there are unused conductors or pairs in a cable assembly, they can be insulated as a group, left long enough for future termination, and folded into the connector hood. Where this is impractical, they may be folded back along the outer jacket of the cable and covered with heat-shrinkable tubing.

3 LABELING

1 General

1 The attachment method for equipment identification plates shall be designed for permanency unless otherwise described. All labels shall be protected prior to installation, and will not be installed if damaged or scratched. Follow manufacturer's recommended procedure for surface preparation, which must be free of any dust, dirt or film.

2 On black lamicaid panels or pushbuttons, letters shall be white; on stainless steel or brushed natural aluminum plates, or light-colored pushbuttons, letters shall be black.

3 Labels shall be mounted in a neat, plumb and permanent manner except where indicated.

2 Rack Labels

1 Contractor shall provide engraved lamicaid labels with the Rack Number on the front of each rack in 1" high text.

3 Panel Labels

1 Contractor shall provide engraved labels for all terminations in 1/8" high text.

4 Cable Labels

1 Cables and wiring shall be logically, legibly and permanently labeled for easy identification.

2 Labels on cables shall be adhesive strip type covered with clear heat-shrink tubing.

3 Factory stamped heat shrink tubing may be used in lieu of the adhesive strip style label.

4 Hand-written or self-laminating type labels are not acceptable.

5 Wiring designations shall be an alphanumeric code that is unique for each cable.

6 Cable designation shall be located at the start and end of each cable run and within 2 inches of the point of termination or connection.

7 Actual cable designation assignments shall be determined by Contractor.

8 Contractor shall add cable designation codes to system schematic drawings included with Project Record Drawings.

4 TESTING

1 University Representative will be present during any walkthrough.

2 If during acceptance testing it becomes evident that further adjustment or work may be required to bring the system into compliance, the Contractor will continue to work until the system is acceptable at no additional charge over the contract price. If final approval is delayed because of defective equipment, poor installation, or failure of equipment to meet the requirements of these specifications,

the Contractor will pay for additional time and expenses during any extension of the acceptance testing period.

Contractor shall provide rental or loaner equipment to make the system operational in critical cases of equipment failure prior to contract completion.

4 System Tests

1 The following procedures will be performed prior to testing of System:

1 Control functions shall be checked for proper operation, from controlling devices to controlled devices.

2 Adjust, balance, and align equipment for optimum quality including brightness, viewing angles, brightness uniformity, black level uniformity, color uniformity, hue uniformity, pixel mapping, scaling and resolution of video image to meet the manufacturer's published specifications.

3 Allow for a continuous 48 hour period of "Burn In" running a looped test signal including equal intervals of Black, Green, Red, Blue and 100% White.

2 Display Power Down and Up Again:

1 Display shall be adjusted to 6500K color temperature.

2 Display shall be set at full brightness level with a standard 100 IRE white signal as its source. Screen will be allowed to stabilize and display controls shall be adjusted for a uniform brightness across the display.

3 Both display and processing platform will be powered down together completely and then immediately powered up again.

4 This procedure will be performed twice more in succession.

3 Uniformity at All Viewing Angles:

1 Display shall be set at a brightness level appropriate for the facility. Screen will be allowed to stabilize and display controls shall be adjusted for a uniform brightness across the display.

2 A signal generator will be used to generate each of the following colors for examination

1 White (100 IRE)

2 Black (7.5 IRE)

3 Green

4 Red

5 Blue

6 Cyan

7 Magenta

3 A “walk around” will be performed viewing the display at all possible angles of the display for each of the colors.

4 Display (and overall processing) will be examined for module to module uniformity and pixel to pixel uniformity.

5 Display will be measured using a spot photometer to verify manufacturer brightness and viewing angles.

4 High Contrast Image Performance:

1 Display will be viewed in many lighting conditions.

2 Display shall be set at a brightness level appropriate for each lighting condition. Screen will be allowed to stabilize and display controls shall be adjusted for a uniform brightness across the display.

3 Display (and overall processing) will be examined for trueness of team colors, gama and contrast handling.

5 Control functions shall be checked for proper operation, from controlling devices to controlled devices.

6 Installed, loose and spare equipment shall be inventoried for correct quantity.

7 Any other test on any piece of equipment or system deemed appropriate by the university.

8 The omission of a description of a device, function, signal path, or test in this document shall not exempt the Contractor from responsibility for checking all devices and signal paths for appropriate compliance with Industry Performance Standards and making corrections necessary to bring system(s) into compliance with the applicable standards.

5 TEST EQUIPMENT

1 Make available the following equipment on site for final acceptance testing. Test equipment to be available for the entire period through final system acceptance. Prior to start of testing, submit a list to the university of test equipment make and model numbers that will be used.

1 Megohmmeter.

2 Multimeter: Measurement range, DC to 20,000 Hz, 100 mV to 300 V, 10 ma to 10A.

3 Spot Photometer.

4 CAT5E cable tester.

6 ACCEPTANCE

1 Preparation for Acceptance, prior to final inspection:

1 Temporary facilities and utilities shall be properly disconnected, removed and disposed of off-site.

2 All systems, equipment and devices shall be in full and proper adjustment and operation, and properly labeled and identified.

3 All materials shall be neat, clean and unmarred; parts shall be securely attached.

4 All damage occurring to the facility, including broken glass, walls, doors, etc. shall be replaced or properly repaired and debris cleaned up and discarded; at the expense of the Contractor.

5 All extra materials, portable equipment, and spares shall be delivered and stored at the premises as directed.

2 Submit a pre-commissioning systems report to the university two weeks prior to the scheduled systems commissioning proving all systems to be in full compliance. Report shall include test results, date of each test, pertinent conditions such as control settings, etc., and test equipment employed. In addition, submit written notification that the installation has been completed in accordance with the requirements of this document, and is ready for acceptance testing.

3 Acceptance testing will include operation of each major system and any other components deemed necessary. Contractor will assist in this testing and supply required test equipment. Contractor shall provide technician(s) familiar with installation, available for the entire testing period (day and night), to assist in tests, adjustments, and final modifications. Tools and material required to make any necessary repairs, corrections, or adjustments will be submitted by the Contractor. The Contractor will keep a running list of all acceptance tests performed and submit a final copy of the results with the closeout submittals as listed in Part 1, Item 7. Testing process is estimated to take 1 day up to 10 hours and may require multiple crews / shifts.

7 INSTRUCTION OF UNIVERSITY PERSONNEL

1 Upon completion of the installation of the specified display systems, and prior to any facility events, make available designated operating personnel training on the equipment operation. This training will be performed at the site by the Contractor's and the manufacturer's education staff.

2 The System Reference Manuals must be complete and on-site prior to the time of the first instruction. Manual or additional detail shall include instruction for pre-event cleaning of the displays.

3 Coordinate schedule of instruction with the University subject to availability of University's personnel. This may require scheduling instruction during weekends or evenings.

4 Training shall be provided to university users to review all aspects of operation and maintenance of the system. Follow-up sessions may be requested by the university at a later date to better enhance the university's ability to more effectively utilize the system.

5 The system training shall include one (1) day of ten (10) hours of technical training covering the explanation of the system, including documentation, configuration, interfacing and diagnostics. Make available training of the system operators and maintenance personnel as follows:

1 System Overview: Explanation of system includes documentation, configuration, interfacing and basic diagnosis.

2 Operator Training: Training in the use of system devices including powering and general operation of overall systems.

3 Maintenance/Trouble Shooting: Advanced training in display and control system troubleshooting and maintenance. Manufacturer's representative should conduct scenario based training creating isolated system failures requiring university to investigate and solve

system failure problems as a means of gaining hands on knowledge of the systems.

8 COMPLETION OF PROJECT

1 Contractor shall complete all aspects of the Video Display Board system scope of work as defined herein within 141 days after receipt of Purchase Order from the university. Only a university designee may assess the project as complete. Notice of completion of the project will be provided by the university designee immediately upon final assessment of completion.

1 If the project is not completed within 141 days after receipt of Purchase Order from the university, the contractor is obligated to continue the work to completion with no additional expense to the university.

2 If the project is not completed within 141 days after receipt of Purchase Order from the university, the contractor is obligated to compensate the university in the amount of \$300.00 per day for each day beyond the 141 days that it takes to complete the project as assessed by the university designee.

DELIVERY / PERFORMANCE LOCATION – SPECIFIED JAN 2006: After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Francis Marion University
University Center
4822 E. Palmetto Street
Florence, SC 29506

Delivery Contact:

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to:

Mr. Murray Hartzler, Director of Athletics
(843) 661-1237

Or

FMU Purchasing Office
(843) 661-1160

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015)

Offeror shall submit 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]

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:
[04-4005-1]

The technical proposal should be (preferably) tabbed for easy access to each section; and arranged in the following order. Offerors should restate each of the sections above and provide their response to that item immediately after. All information should be presented in the listed order below:

Section 1 Cover Page – Page 1 of this Solicitation Document

Section 2 Contact Information & Acknowledgement of Amendment(s) – Page 2 of this Solicitation Document

Section 3 Letter of Introduction

A Letter of Introduction, which includes a summary of the offeror's ability to perform the services described herein and statement that the offeror is willing to perform those services and enter into a contract with Francis Marion University. The letter must be signed by a person having the authority to commit the offeror to a contract.

Section 4 Executive Overview

Your offer should include a summary of the proposed solution that reflects your understanding of both the state's needs and how your solution will satisfy those needs. Include enough detail to demonstrate your understanding of the current environment and scope of the project. Please explain your overall approach to the project, including a brief discussion of the total organization including the structure and relationships among personnel and potential consultants/subcontractors.

Section 5 Technical Proposal

- Offeror shall provide detail for all proposed equipment as specified in Section III Scope of Work, Part 1 General, #7 Submittals.

- Offeror should address in detail how the proposed system meets each of the requirements in the section titled: Scope of Work. Proposals should include but not be limited to the preceding specific specifications section (see III. Scope of Work/ Specifications section above). Offeror's response should follow the outline used in this RFP including individually restating each item then addressing that item in Section III.
- Offeror must list all manufacturers of proposed video display system i.e. display, display interfaces, processors. Failure to include this information in the proposal may deem the proposal as non-responsive and could remove the offeror from consideration.
- The proposal should fully describe the technical approach to be used with particular attention to phasing of tasks, methods utilized and scheduling of time and personnel.
- Provide offeror's processes to include but not limited to procurement of LEDs, module assembly, cabinet assembly, quality control points and final testing procedures. The offeror should define the major components of each phase of the project and suggest important additional items that may need to be considered.
- Submit preliminary power requirements for its proposed display, submit viewable dimensions and horizontal/vertical physical pixel count of its proposed display, submit preliminary total weight and structural calculations for its proposed display.
- Summarize their process to include but not limited to procurement of LEDs, module assembly, cabinet assembly, quality control points and final testing procedures.
- Summarize the process for Instruction of University Personnel.
- The proposal should contain a detailed description of the activities proposed for the contractual period. This should include detail regarding the implementation of the project in a time-ordered sequence with milestones and objectives, and include a procedure for updating the university on the status of the implementation of all aspects of the contract.
- Submit a schedule to indicate durations for shop drawing submittal, procurement, shipping requirements, installation timelines for each major system and test and commissioning sessions. Coordinate these milestone dates in the schedule with project schedule and intended completion dates for the contract project in the solicitation.
- Submit detail for the following:
 - Indicate maximum number of days until initiation of installation after contract award.
 - Indicate number of days to complete installation of proposed unit
 - Confirm availability of certified staff member(s) to train university staff for effective utilization of Video Display Board system in a live setting as described herein.
- Examples of reports, on-line screens, conversion work plans, training outlines and other relevant documentation should be presented as part of the proposal.
- Project submittal with detail for all items in Scope of Work #2 Project Submittal.

Note: Prior to commencement of the work, contractor shall provide to the University a signed, original certificate of liability insurance (ACORD 25) as denoted in the Contractor's Liability Insurance subsection. This certificate must come directly from the insurance agency.

Section 6 Qualifications - Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

Summary:

- In your proposal, provide all detail required as listed in Section V – Qualifications

Company Experience:

- In your proposal, submit name, phone number, and current email address of contact person for each representative project reference. Also, in your proposal, identify at least one such completed job available for inspection by university representatives.
- Confirm in writing that it has at least five years of experience with equipment and systems of the types specified in the solicitation, that it maintains a fully staffed and equipped service facility in the region of the United States that includes South Carolina, and that it is franchised dealer and authorized service facility for any equipment used on the contract project not manufactured by the offeror, and that the offeror is properly licensed to work in the project home state (South Carolina).
- Confirm in writing that any Subcontractor it uses in performance of this contract has five years of experience with the primary contractor's / offeror's equipment and systems and that the subcontractor's company is properly licensed to work in South Carolina. In its proposal, Offeror will identify all Subcontractors on the Proposal Response team and provide a detailed scope of work for each Subcontractor it plans to use in performance to contract.
- Submit resumes of its project manager, lead engineer and lead installers that will be working on the contract project. This will include key team members of any Sub Contractor that the offeror plans to use in performance to contract. Resumes must be submitted with offeror's proposal response.
- Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] **NOTE: The requirement for Financial Information is not necessary with the offeror's submission; but may be requested by the Procurement Officer prior to award.**
- A detailed, narrative statement listing the three most recent, comparable projects (including contact information) which have been performed. For each project, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. Describe the scope of effort for each reference account, and whether the engagement has been completed or is still ongoing.
- List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]
- List any contracts cancelled within the last two (2) years, and explain/describe circumstances/reason for cancellation. Include customer business name, address, contact, contact title, and contact phone number.

- Vendor is responsible for ensuring that all contact information, including both telephone numbers and e-mail addresses, is current as of date of submission of the RFP.

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]

Personnel:

- List the individuals who will be assigned to the project, the level of each individual’s expertise and the percentage of time each will devote to the project.
- Provide contact information for primary contact and any secondary contacts for the account:
 - Name and title
 - Direct phone and facsimile numbers and extensions
 - Email addresses
- Detail how the professional personnel will operate organizationally.
- Provide the name and title of the person who will direct the project.
- The related experiences of the proposed personnel must be outlined in detail.

Complete Attachment 3 “Offeror Information: References”: to provide three current references for whom directly related previous work was performed. The university may contact these organizations as references.

Section 7 Evidence of Minority Participation (if applicable)

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

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

Section 8 Additional Information

Any items requested in this solicitation not specifically mentioned in Sections 1-7. Since the preceding sections are to contain only information that is specifically requested, additional information considered essential to the proposal should be included in this section. Offerors are strongly encouraged to refrain from providing erroneous or extra information, exhibits, pictures, etc. The Offeror's general information publications, such as complete directories or client lists, should not be included. Such items will not be reviewed or considered in proposal evaluations. If there is no additional information to present, state "There is no additional information we wish to present".

Section 9 Cost Proposal

- **The Cost proposal shall be sealed in a separate envelope labeled "Cost Proposal" and shall include Page 1 of this solicitation and section VIII, Bid Schedule, of this solicitation document.**
- The Offeror should submit pricing that includes all components noted in Section III. Scope of Work/Specifications.
- Third-party software or services costs, and any other associated costs should be included.
- A digital version of the cost proposal should be submitted on a separate device from the Technical proposal.

SUBMITTING REDACTED OFFERS (MAR 2015)

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. NOTE: Offerors are STRONGLY ENCOURAGED to submit a redacted copy of their Technical Proposal on the flash drive. Otherwise, all information provided may be shared with others in subsequent Freedom of Information Act (FOIA) Requests. [04-4030-2] SAP

V. Qualifications

QUALIFICATIONS SUMMARY:

Include a brief history of the Offeror's experience in providing work of similar size and scope. Complete Attachment 1 to provide references from at least three current customers for whom Offeror has provided the proposed software solution. Offeror must describe the scope of effort for each referenced account, and whether the engagement has been completed or is still ongoing. Vendor is responsible for ensuring that all contact information, including both telephone numbers and e-mail addresses, is current as of date of submission of the RFP.

- In your proposal, submit name, phone number, and current email address of contact person for each representative project reference. Also, in your proposal, identify at least one such completed job available for inspection by the University Representatives.
- Confirm in writing that it has at least five years of experience with equipment and systems of the types specified in the solicitation, that it maintains a fully staffed and equipped service facility in the region of the United States that includes South Carolina, and that it is franchised dealer and authorized service facility for any equipment used on the contract project not manufactured by the offeror, and that the offeror is properly licensed to work in the project home state (South Carolina).
- Confirm in writing that any Sub-contractor it uses in performance to contract has five years of experience with the primary contractor's / offeror's equipment and systems and that the subcontractor's company is properly licensed to work in the project home state (South Carolina). In its proposal, Offeror will identify all Subcontractors on the Proposal Response team and provide a detailed scope of work for each Subcontractor it plans to use in performance to contract.
- Submit resumes of its project manager, lead engineer and lead installers that will be working on the contract project. This will include key team members of any Sub Contractor that the offeror plans to use in performance to contract. Resumes must be submitted with offeror's proposal response.

Submit a schedule to indicate durations for shop drawing submittal, procurement, and fabrication, shipping requirements, installation timelines for each major system and test and training session. All schedule dates to be coordinated with the university.

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 – CONSIDERATIONS (FMU MAY 2019)

A. The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.

B. Provide a detailed, narrative statement providing adequate information detailing possible considerations stated in subparagraph A. above. Include all appropriate documentation.

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 ONE OFFEROR (JAN 2006)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(l)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

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]

Proposals will be evaluated by a review panel on the basis of the following criteria listed in order of importance:

1. **Technical Proposal:** The completeness and suitability of the Offeror's proposed solution, as well as Offeror's understanding of scope of work and ability to meet or exceed all of the technical specifications for the RFP, and Offeror's enhancements beyond the minimum requirements of the RFP.
2. **Business Proposal:** Financial impact of Offeror's proposed systems on the business & financial operations of the university.
3. **Qualifications:** Offeror's prior relative experience and reference content, performance on projects of a similar size and nature and ability to provide consulting and customization services.

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 & 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]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

[07-7A020-1]

DISPUTES (JAN 2006)

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

PAYMENT & 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]

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]

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

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

[07-7A090-1]

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006):

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

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

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

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

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

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

The contractor will be required to comply with all laws, rules and regulations applicable to dining facilities or to the service of meals therein promulgated by any federal, state or county government, bureau or department. The contractor shall maintain a DHEC A rating within the scope of their contract responsibilities. [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 seven (7) 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. The Procurement Officer may waive the requirement that this meeting be held in person and allow for a meeting by phone.

Pre-performance Conference is to discuss expectations from both sides and to get a better understanding of benchmark dates and schedule to "Go-Live". [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'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015)

[ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any offeror having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.]

(a) Without limiting any other 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, a policy or policies of insurance against claims 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, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;

(ii) privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;

(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and

(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.

(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(e) Coverage shall have limits no less than five million (\$5,000,000.00) dollars per occurrence and ten million (\$10,000,000.00) dollars aggregate.

(f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.

(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

(i) For any claims related to this contract, the insurance coverage required by this clause 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.

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer 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 policy declarations and any endorsements required by this section, at any time.

(k) 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 clause are or will be changed, cancelled,

(l) 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 as is required by this clause. 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.

(m) 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. [07- 7B058-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all items required to fully and properly perform and complete the work, unless otherwise identified in Section III (Scope of Work) of this Solicitation. 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]

ESTIMATED QUANTITY - UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

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 – 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 contractor's 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 Indemnitee's 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.

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) Contractor's 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.

INFORMATION SECURITY -DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

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

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

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

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

Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

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

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services.

INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) Legal mandates. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall

provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) Flow down. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

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

(e) Rights, Disclosure and Use. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either

(1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

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

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

(h) Actions Following Disclosure. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation. (i) Survival & Remedy. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause.

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable:

- (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
- (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act.

INFORMATION SECURITY -SAFEGUARDING REQUIREMENTS (FEB 2015)

- (a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause— Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods. Intrusion means an unauthorized act of bypassing the security mechanisms of a system. Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system. Safeguarding means measures or controls that are prescribed to protect information. Voice means all oral information regardless of transmission protocol.
- (b) Safeguarding Information. Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.
- (c) Safeguarding requirements and procedures. Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:
 - (1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).
 - (2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.
 - (3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.
 - (4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
 - (5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/80088/NISTSP800-88_with-errata.pdf.
 - (6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:
 - (i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.
 - (ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.
 - (7) Transfer limitations. Transfer government information only to those subcontractors that both require the

information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) Subcontracts. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

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

INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security -Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier.

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]

OWNERSHIP OF DATA and 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]

PRICE ADJUSTMENTS (JAN 2006)

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

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at one hundred sixty (160) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than seven (7) calendar days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov
[07-7B170-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

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]

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security -Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver.

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

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

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006):

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least one-hundred twenty (120) days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE (JAN 2006):

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

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

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

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

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

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

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

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

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

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

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PRICE PROPOSAL (JAN 2006) Not withstanding any other instructions herein, you shall submit the following price information as a **separate document**: [08-8015-1]

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	1.000	Activity unit		
Item Description: All inclusive cost for Video Display Board and associated equipment including delivery and one year warranty.				
Tendering Text: Delivered Cost for Video Display Board, LED Scorer Tables, Hardware Based Programming, Scoring and Timing Control System, Standard Shot Clocks and Backboard Lights, all other associated equipment and cabling, and one year warranty.				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	1.000	Activity unit		
Item Description: All inclusive cost for demolition, installation, and training.				
Tendering Text: Cost for removal of existing scoreboards (with the intent of re-use), installation of Video Display Board and all associated equipment and software, and training of university personnel for utilization of the system and troubleshooting system issues.				

Item		Total Price
3	Grand Total	
Item Description: Total of items 1 through 2		

For Informational Purposes Only (not for price comparison purposes). Not considered as part of the evaluation process

Submit pricing for two mobile locker room clocks – with case or other cover for means of storage and ease of transport. Provide pricing for clocks which may operate wirelessly, and for clocks which may require hard wiring to permanent location. Proposed clocks should be completely compatible with proposed system. May be purchased at a later date.

Item	Quantity	Unit of Measure	Unit Price
Wireless mobile locker room clock	2	Each	
Tendering Text: Provide Wireless mobile locker room clocks compatible with Proposed Video Display System			
Item	Quantity	Unit of Measure	Unit Price
Wired locker room clock	2	Each	
Tendering Text: Provide Wired locker room clocks compatible with Proposed Video Display System			

Submit pricing for extended parts coverage and for warranty contracts on displays and control systems, based upon the proposed product and installation for four additional years beyond the one-year warranty required in this solicitation. May be purchased at a later date.

Item	Quantity	Unit of Measure	Unit Price	Extended Price
Warranty	4	Year		

IX. ATTACHMENTS TO SOLICITATION

- 1. References**
- 2. Nonresident Taxpayer Registration Affidavit**
- 3. Service Provider Security Representation (SPSAC)**
- 4. Open Trade Representation**
- 5. Vendor Application Form**
- 6. Offeror(s) Checklist**

Attachment 1
References
(Section 10 of Offer)

In the space below, please provide contact information for at least three (3) references in which you provided services of a similar scope:

Reference 1

Name of Organization _____
Point of Contact _____
Telephone _____
E-mail _____

Reference 2

Name of Organization _____
Point of Contact _____
Telephone _____
E-mail _____

Reference 3

Name of Organization _____
Point of Contact _____
Telephone _____
E-mail _____

Reference 4

Name of Organization _____
Point of Contact _____
Telephone _____
E-mail _____

Reference 5

Name of Organization _____
Point of Contact _____
Telephone _____
E-mail _____

Attachment 2
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:
<http://www.sctax.org/forms/withholding/i-312-form>

[09-9005-2]

Attachment 3

Service Provider Security Assessment Questionnaire

Instructions: (1) Attach additional pages or documents as appropriate and make sure answers cross reference to the questions below. (2) As used in this Questionnaire, the phrase "government information" shall have the meaning defined in the clause titled "Information Security." (3) This Questionnaire must be read in conjunction with both of the following two clauses (a) Service Provider Security Assessment Questionnaire –Required, and (b) Service Provider Security Representation.

1. Describe your policies and procedures that ensure access to government information is limited to only those of your employees and contractors who require access to perform your proposed services.
2. Describe your disaster recovery and business continuity plans.
3. What safeguards and practices do you have in place to vet your employees and contractors who will have access to government information?
4. Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub -contractors.
5. List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all government information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the state with most recent and future versions of the applicable compliance certificate / audit report?
6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed or maintained.
7. Will government information be encrypted at rest? Will government information be encrypted when transmitted? Will government information be encrypted during data backups, and on backup media? Please elaborate.
8. Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of government information.
9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?
10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?
11. Describe your incident response policies and practices.
12. Identify any third party which will host or have access to government information.

Offeror's response to this questionnaire includes any other information submitted with its offer regarding information or data security.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION ON BEHALF OF CONTRACTOR:

By: _____
(authorized signature)

Its: _____
(printed name of person signing above)

(title of person signing above)

Date: _____

SPSAQ (JAN 2015) [09-9025-1]

Attachment 4

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below 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.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	[Not used]

Attachment 5



Francis Marion University
Vendor Application Form

Taxpayer ID Number (circle): FEIN or SS: _____

FMU Vendor #: _____

New Vendor: _____

Vendor Info Change: _____

Submit your W-9 form WITH this Vendor Application Form

Company Name or Individual Name (as shown on your income tax return): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Contact E-mail Address: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

If you have a **"Doing Business As"** name, please include here.

Doing Business As (DBA) Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

Payment Remittance Address

Payment Remittance Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Contact E-mail Address: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

E-mail Address for receiving Purchase Orders from FMU: _____

Would you like to arrange for electronic payment (circle): Yes or No

South Carolina Small and Minority Business Certification Number _____ Expiration Date: _____

Signature of Individual Completing Form

Date

For FMU Use Only:

International Vendor Number (FMU will provide) : _____

Purchasing Keyed by:

Date:

Accounting Reviewed by:

Date:

Orig - April 4, 2017

Attachment 6

OFFEROR'S CHECKLIST AVOID COMMON MISTAKES

Review this checklist prior to submitting your proposal, provided to you as a point of reference. If you fail to follow this checklist, you risk having your proposal rejected; however, the evaluation of Responsiveness will be based on the solicitation, not this checklist. Please DO NOT return this page with your offer.

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

[09-9010-1]

THIS IS THE END OF THIS DOCUMENT