Amendment #1		Solicitation Number	**RFP-2495**
		Date Issued	**09/11/2026**
		Purchasing Officer	**Paul J. MacDonald**
		Phone	**(843) 661-1134**
		E-Mail Address	**pmacdonald@fmarion.edu**
		Amendment Date	**10/05/2026**

DESCRIPTION: **Provide Land Management Services for Francis Marion University**

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

SUBMIT OFFER BY (Opening Date/Time): **10/21/2026 @ 2:00 PM EST** See "Deadline For Submission Of Offer" provision

~~QUESTIONS MUST BE RECEIVED BY: **09/30/2026 @ 2:00 AM EST** See "Questions From Offerors" provision~~

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, one (1) electronic copy, four (4) copies in hard copy clearly marked "COPY", one (1) redacted copy in hard copy and one (1) redacted electronic copy. Financial Considerations must be submitted in one separate, sealed envelope.**

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

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

AWARD & AMENDMENTS	A Notice of Intent to Award will be posted at the Physical Address stated above on **10/30/2026.** 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) ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (tax-exempt) ☐ Corporate entity (not tax-exempt) ☐ Government entity (federal, state, or local) ☐ Other_____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above) / DATE SIGNED	(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)	

COVER PAGE MMO (JAN. 2006)

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 (please include)**

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

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

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

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

End of PAGE TWO

Solicitation Outline

I. Scope of Solicitation

II. Instructions to Offerors

A. General Instructions

B. Special Instructions

III. Scope of Work / Specifications

IV. Information for Offerors to Submit

V. Qualifications

VI. Award Criteria

VII. Terms and Conditions

- **A. General**
- **B. Special**

VIII. Bidding Schedule / Cost Proposal

IX. Attachments to Solicitation

Questions:

Deadline for receipt of questions regarding this Solicitation: **See Cover page.**

To submit questions or request additional information, send your written question/request to be received in Francis Marion University's Purchasing Office no later than the date and time shown above.

Send Questions to:

Mail: **Francis Marion University**
Purchasing Office
PO Box 100547
Florence, SC 29502-0547
Attn: Paul J. MacDonald

Email: **pmacdonald@fmarion.edu**
Fax: (**843) 661-1134**

Mark Envelopes, faxes or emails: Questions: **RFP-2495 Provide Land Management Services**

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

Note Regarding Bids:

FRANCIS MARION UNIVERSITY WILL NOT ACCEPT E-MAILED OR FAXED BIDS IN RESPONSE TO THIS SOLICITATION.

Please reference the solicitation name and number on the outside of the sealed proposal envelopes.

IMPORTANT NOTICE: In order to provide a more manageable solicitation, Francis Marion University has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their on-line bids.

In an effort to assist your review of the amendment, we have endeavored to highlight changes in yellow.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, Offerors are cautioned that they are responsible for reviewing the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

Refer to the last pages of this solicitation entitled “Questions & Answers” for additional information concerning this solicitation.

I. Scope of Solicitation

Type of Contract

A contract will be awarded in accordance with the provisions and conditions of this solicitation. The contract shall be for the period November 15, 2026 to November 14, 2029. The maximum duration of the agreement is three years. .

Maximum Contract Period:
Start date: **11/16/2026** End date**:** **11/15/2029** 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]

CONTRACT MAXIMUM VALUE (FMU DEC 2023)
Regardless of estimated contract dates and any Purchase Orders associated with this contract, contract value shall not exceed $325,000. University shall not be obligated to pay for any service associated with this contract if services are rendered beyond the stated $325,000 amount.

Scope of Services
Acquisition: The scope of this solicitation is for a successful Land Manager to provide on-site and remote services as needed to oversee the university property known as “Duck Ponds”, specified within Section III. Scope of Work/Specifications of this document.

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

II. Instructions to Offerors
B. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 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.
AUTHORITY 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 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.
[02-2A003-3]

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: https://www.fmarion.edu/procurement/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 Purchasing Officer. Unless specifically delegated in writing, the Purchasing 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.

BID ACCEPTANCE PERIOD (JAN 2004) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Purchasing Officer in writing.

BID IN ENGLISH & 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

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 Purchasing 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 Purchasing Officer may render the Offeror non-responsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Purchasing Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
http://www.scstatehouse.gov/code/statmast.php
http://www.scstatehouse.gov/code/statmast.php
The South Carolina Regulations are available at:
http://www.scstatehouse.gov/coderegs/statmast.php http://www.scstatehouse.gov/coderegs/statmast.php
[02-2A040-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (FMU 2015): For paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023)
("OCI FAQ for Contractors" is available at www.procurement.sc.gov) (a) You certify that, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or 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. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023)
(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after Organizational Conflicts of Interest PGI, page 32 award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

SUBMISSION OF OFFER (FMU 2016): Offers must be received in the Purchasing Office by date and time stated on cover page.

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Purchasing Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

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]

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]

OFFEROR'S RESPONSIBILITY (FMU March 2015): Additionally, each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.

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 Purchasing 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.

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]

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]

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 Purchasing Officer*. All communications must be solely with the Purchasing 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.

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 Purchasing 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 Purchasing 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 Purchasing 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]

QUESTIONS FROM OFFERORS - AMENDMENT (Modified)
The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format or made directly in the document. Questions received have been reprinted below. The university response should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the university response does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted.

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.]

REJECTION – TIME (FMU 2019): The right is reserved to reject any offer in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.
(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Purchasing Officer. [R.19-445.2070 and Section 11-35-1520(13)]
(d) Price Reasonableness: Any offer may be rejected if the Purchasing Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than

cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

SIGNING YOUR OFFER (JAN 2004) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

SUBMISSION OF OFFER (FMU 2019): By Submission of an offer, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period.

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: https://scemd.org/closings/
[02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)
(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.
(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.
(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.
(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.
(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the

Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.
(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree 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 you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING AN OFFER OR MODIFICATION (FMU 2024): (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled “OFFER ENCLOSED” on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

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.

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

CLARIFICATION (NOV 2007) Pursuant to Section 11-35-1520(8), the Purchasing 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]

MAIL PICKUP (FMU 2019): Francis Marion University picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

INDEPENDENT CARRIERS – DELIVERY OF PROPOSAL OR BID (FMU 2024): Francis Marion University is not responsible for delays related to variation in local delivery carriers schedules. Regardless of delivery method selected by the offeror, response to this solicitation is due no later than the date and time specified on the cover page of this solicitation.

PROTEST – CPO - MMO ADDRESS (June 2006): Any protest must be addressed to the Chief Purchasing Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1333 Main Street, Suite 700, Columbia, SC 29201.

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

III. SCOPE OF WORK/SPECIFICATIONS

It is the intent of the university to solicit proposals for Land Management Services for the Francis Marion University Duck Ponds in accordance with all requirements stated herein.

Francis Marion University is a four-year educational institution officially established on July 1, 1970. The main campus is located on a 500-acre tract of land adjacent to U.S. Highways 301/76 seven miles east of Florence, S.C, with additional academic locations in the Florence, SC region. In a typical Fall semester, the University enrolls approximately 4,000 students. The university recently acquired an approximately 8,355-acre tract of land providing the university's Forestry Program with a unique own-location property for student training.

Purpose

The university seeks a contractor to provide ~~turn-key~~ full-service forest resource management, timberland administration, and property management services for the 8,355-acre property including forest and assets. The 8,355-acre property is herein referred to as "Duck Ponds", or "the property". Duck Ponds map and related data are in ESRI shapefiles found in Appendix A at https://www.fmarion.edu/procurement/solicitationsawards/ . For reference purposes only, the Tax Map ID numbers for the property are Darlington County, South Carolina #237-00-01-002, and Florence, County South Carolina #00269-01-001, #00301-01-001, and #00363-01-001. The university does not currently anticipate acquiring similar property. However, should such an acquisition occur, the university may, at its discretion, negotiate with the awarded contractor to provide management services for the additional property under mutually agreed upon terms. Services shall be performed in a manner

that maximizes long-term asset value, supports sustainable forest management, protects environmental resources, enhances operational efficiency, and achieves the university's academic, financial, ecological, and stewardship objectives.

General Management Responsibilities

The Contractor shall:

- Manage, supervise, and oversee Duck Ponds.
- Furnish ~~or procure all labor, equipment, materials, supplies, and~~ professional services necessary to manage the property.
- Serve as the Owner's representative in dealings with various entities including but not limited to governmental agencies, contractors, markets, licensees, utility companies, and neighboring landowners.
- Maintain comprehensive records of all management activities for the property.
- Monitor market conditions and provide recommendations affecting property value and forest operations.
- ~~Obtain~~ Direct the university to properly ~~and~~ maintain all permits, licenses, registrations, and approvals required for management activities.

Work Planning and Budgeting:

Contractor shall provide the university with the following work planning and budgeting services:

- Annually prepare and submit to the university a work plan and budget for Duck Ponds to include but not be limited to:
  - Recommended activities to be performed on the property
  - Estimates of revenues and expenses associated with the property
    - Includes estimates of all work to be performed, income to be received, and expenses to be incurred by contractor during the work plan period.
    - University retains the right to modify the budget and to the extent contractor has not yet incurred expenses or obligations, contractor must comply with such modifications.

➢ NOTE: The Contractor shall submit the initial Work Plan and Budget to the University no later than six (6) months following contractor's receipt of the executed contract agreement. The university will review the initial Work Plan and Budget and provide approval, revisions, or other feedback within approximately one (1) month of receipt. Thereafter, the Contractor shall submit a Work Plan and Budget for the following calendar year no later than November 15 of each year. The University will review and approve the submitted Work Plan and Budget by December 15, prior to the beginning of the applicable calendar year

Title and Legal

Contractor shall assist, consult, and cooperate with university or university's agent(s), employees, or attorneys for matters affecting university interests and ownership of property described herein.

Forest Planning and Inventory Management

The Contractor shall develop and maintain forest management plans and inventory systems, including but not limited to:

Forest Resource Inventory

- Continuous forest inventory management.
- Stand-level inventory updates.
- Timber volume estimation.
- Growth and yield modeling.
- Age-class analysis.
- Species composition analysis.
- Forest health assessments.

Geographic Information System (GIS) and Data Management

- Maintain GIS databases for property.
- Maintain stand maps, compartment maps, and mapping of roads, streams, and boundaries.
- Update forest information including related maps and GIS database entries following harvests, reforestation, or inventory work.
- Provide Owner access to GIS and forest data upon request.
- Maintain secure backups of all forest data to ensure availability of data and maps.

Forest Management Plans

- Develop long-range forest management plans.
- Prepare and provide to owner annual operating plans.
- Develop harvest schedules with mutual agreement from the owner.
- Establish reforestation schedules with mutual agreement from the owner.
- Provide annual updates to management plans to the owner.

Silviculture and Reforestation Services

The Contractor shall plan, ~~procure,~~ supervise, and document all silvicultural activities, including but not limited to:

- Mechanical and chemical site preparation.
- Prescribed site treatment activities.
- Planting and Establishment including
  - Seedling procurement.
  - Planting contract management.
  - Reforestation planning.
  - Seedling quality inspection.
  - Planting quality assurance.

- Intermediate Stand Management including:
  - Pre-commercial thinning.
  - Commercial thinning.
  - Release treatments.
  - Vegetation control.
  - Fertilization.
- Regeneration Monitoring shall include
  - Survival checks
  - Stocking surveys
  - Regeneration assessments
  - Corrective treatment recommendations.

Timber Harvest Planning and Administration

The Contractor shall provide the following ~~complete~~ timber sale administration services. All timber sales are upon recommendation from the contractor or upon the request of the owner, and in all cases, only upon the approval of the university; locations and quantities are at the discretion of the university.

- Timber and Salvage Timber Sale Preparation
  - Valuation analyses.
  - Sale appraisals and prospectuses.
  - Harvest scheduling.
  - Sale boundary establishment.
  - Streamside Management Zone (SMZ) delineation.
  - GPS mapping and sale layout.
  - Timber cruising, marking, and product estimates.
  - Marketing prospectus preparation.
- Timber Marketing
  - Advertise timber sales.
  - Solicit sealed and negotiated bids.
  - Maintain buyer relationships.
  - Evaluate bids and or conduct negotiations.
  - Provide sale recommendations.
  - Negotiate stumpage terms and delivered-log agreements.
  - Utilize contract format approved by the university for any such sales.
- Harvest Administration
  - Prepare and administer timber sale contracts.
  - Conduct harvest inspections.
  - Ensure compliance with Best Management Practices (BMP).
  - Verify production reporting.
  - Monitor timber security procedures.
  - Enforce contractual obligations.
  - Ensure post-harvest cleanup and restoration.

- Harvest Reporting
    - Production tracking.
    - Revenue monitoring.
    - Harvest completion reports.
    - Contract compliance documentation.

Property Protection and Stewardship

The Contractor shall provide management direction and advice for an active property protection program:

- Property Monitoring
    - Implement routine property inspection schedule.
- Fire Protection Recommendations including but not limited to:
    - Fire prevention planning.
    - Fire line/ fire break construction and maintenance.
    - Fire detection and reporting.
    - Wildfire response coordination on an as needed basis.
    - Prescribed fire planning and implementation on an as needed basis.
        - Contractor shall not authorize or initiate a prescribed burn without agreement in writing from the university.
- Forest Health Protection Recommendations including but not limited to:
    - Insect monitoring.
    - Disease monitoring.
    - Damage assessments.
    - Treatment recommendations.
        - ~~Contractor shall not authorize or initiate a prescribed burn without agreement in writing from the university.~~
    - Animal Control for ecological and damage prevention.
- Boundary Management
    - Coordinate with the university, ~~and with hunt clubs licensed by the university~~ to ensure management and ongoing public/private observation of property boundaries.

Environmental Compliance and Sustainability

The Contractor shall ensure that all management activities are conducted in full compliance with all applicable federal, state, and local laws, regulations, ordinances, and requirements.

- Sustainability Programs
    - ~~Initiate~~ Provide direction for Sustainable Forestry Initiative certification for the property preferred.
        - Advise to the university regarding obtaining Sustainable Forestry Initiative (SFI) certification.

  - ~~Initiate~~ Provide direction for Forest Stewardship Council certification for the property preferred.
    - Advise to the university regarding obtaining Forest Stewardship Council (FSC) certification.
  - Support certification audits.
  - Implement Environmental Management System (EMS) requirements.
- Provide Environmental Best Management Practices Compliance including but not limited to:
  - Water and soil quality protection.
  - Wetland protection.
  - BMP compliance.
  - Wildlife habitat conservation.
  - Endangered species considerations.
  - Cultural resource protection.
- Provide direction and related documentation for Carbon and Climate Services including but not limited to:
  - Carbon inventory support.
  - Carbon accounting assistance.
  - Carbon sequestration assessments.
  - Sustainability reporting support.

Infrastructure Management

The Contractor shall manage and recommend updates to property infrastructure assets including but not limited to:

- Roads:
  - Regular road inspections
  - Road construction oversight as needed.
- Site amenities and exterior fixtures:
  - Bridges.
  - Gates.
  - Fences.
  - Signage.
  - Utility corridors.
- Easements and Rights-of-Way:
  - Easement administration.
  - Utility coordination.
  - Access agreements.
  - Right-of-way management.

Real Estate and Land Services

The Contractor shall provide support for strategic land transactions or disposition of property described herein on an as needed basis (upon the approval and direction of the university).

NOTE - The university has no additional land acquisitions under consideration at this time.

- Acquisition Services may include but are not limited to:
  - Property sourcing.
  - Due diligence.
  - Timber valuation.
  - Market analysis.
  - Acquisition recommendations.
  - Closing coordination.
- Disposition Services may include but are not limited to:
  - Identify high-and-better-use properties.
  - Market analysis.
  - Sales strategy development.
  - Propose, market, and administer sales of land from the property
    - Forms of Purchase and or Sale agreements are provided by university, or provided by contractor for approval/revision by the university.
  - Property marketing.
  - Transaction administration.
  - Closing support.

Timber Revenue Administration

The Contractor shall provide support for and administer all Timber revenue-generating agreements.

- Revenue Management including but not limited to:
  - Billing support.
  - Payment tracking.
  - Revenue reconciliation.
  - Contract compliance monitoring.

Financial Management and Budgeting

The Contractor shall provide the following fiscal planning and administration services.

- Budgeting
  - Annual operating budgets.
  - Capital improvement budgets.
  - Silvicultural budgets.
  - Cash flow forecasting.
- Financial Reporting
  - Revenue and expense tracking.
  - Variance analysis.
  - Timber revenue tracking.
  - Harvest accounting.
- Valuation Support
  - Annual timberland valuations.
  - Internal valuation analyses.

  - Net Present Value calculations.
  - Return on Investment analyses.
  - Support of third-party appraisals.
- Insurance
  - Advise the university regarding insurance requirements for the property.
    - Review existing university insurance for the property to ensure recommended coverage limits are obtained.
  - Ensure that all third-party vendors of the offeror are properly insured for their work related to the property.
  - Maintain insurance for all work provided by contractor.

Contractor and Vendor Management

The Contractor shall coordinate with the university to:

- Utilize qualified sub-contractors ~~vendors~~ for the execution of the contract.
- Provide recommended scopes of work and specifications to the university for projects recommended by the offeror.
- Pursue cost effective pricing from third party vendors.
- Negotiate and supervise contracts and contractor performance.
- Maintain contractor safety compliance.
- Document contractor performance.

Reporting Requirements

The Contractor shall recommend timing of appropriate reporting to the university on at least an annual basis, including but not limited to:

- Activity summaries.
- Harvest updates.
- Revenue and expense status.
- Silvicultural accomplishments.
- Property protection activities.
- Market updates.
- Operational performance reviews.
- Sustainability updates.
- Reports and Data (see below)
- Property performance summary.
- Budget performance analysis.
- Forest inventory status.
- Sustainability metrics.
- Management recommendations.

Meetings and Communications

The Contractor shall:

- Participate in annual management reviews. (require onsite meeting annually unless waived by the university)
- Conduct periodic operational meetings at the discretion of the contract manager.
- Provide immediate notification of significant events.
- Maintain regular communication with the Owner.
- Support audits, inspections, and strategic planning initiatives.
- Allow university contract manager or his/her designee, at the discretion of the university, to accompany contractor on any property visit or relevant meetings for the purpose of learning from/understanding best practices for land management.

Reports and Data

The contractor shall provide reports and data including but not limited to:

Operational

- Harvest volume achievement.
- Treated acreage achievement.
- Reforestation success rates.
- Cost per acre.
- Cost per treated acre.

Sustainability

- Certification compliance.
- Follow various science-based guidelines for protection of water quality, soil, and wildlife e.g., stream buffering, road erosion control, proper timber harvest methods.
- Safety performance.
- Carbon reporting performance.

Additional Deliverables

Provide the following deliverables in addition to other items found herein:

1. Comprehensive Forest Management Plan.
2. Annual Operating Plan and Budget:
3. GIS Database and Mapping Package:
    a. Upon conclusion of the contract, Land Manager shall provide all data regarding the property to the university
    b. Upon the conclusion of the contract. Land Manager shall provide recommendations regarding GIS Database and Mapping Packages for use by the university

4. Upon the conclusion of the contract, Land Manager shall provide recommendations regarding all software and other tools used by the Land Manager for their management of the Duck Ponds property.
5. Performance Reports as recommended
6. Annual Property Valuation Support as recommended
7. Annual Sustainability Compliance Report.
8. Timber Sale Documentation Files as necessary.
9. Forest Inventory Updates.
10. Annual Reports and Data as described above.

Additional Services

The University may elect to seek additional services which fall within the general scope of the contract:

- Payment for Additional Services will be based on the estimate or firm quotation received prior to the time the service is ordered.
- If the estimate is accepted, payment will be made on the basis of actual services rendered, at unit prices reflected in the original estimate, or, for items not so reflected, at the lowest demonstrable cost for such items in the region.
- If the firm quotation is accepted, payment will be made in the amount of the quotation.
- Contractor shall provide Additional Services ordered by the University in the same manner as it would for all services in the scope of work.

Experience

Contractor shall assign primary managers for Duck Ponds who have qualifications relevant to the work. Examples of experience and backgrounds supporting this work include but are not limited to:

- Forest Biometrics experience
- Geospatial Technology experience
- Geography experience
- Land Management experience
- BS of Forestry
- MS/MFR of Forestry

Upon conclusion of contract, contractor shall provide the university with all information and data related to the property e.g. maps, silviculture data, chemical and other previous and ongoing treatments in a mutually agreed upon method.

Transition of information and data must allow for the university to transition from one land manager to another, or transition to seamlessly manage the property on its own without a contracted land manager.

Upon conclusion of contract and in the event of the university selecting a new land manager for future management, contractor must willingly provide the new land manager with all relevant information and data for their successful management of the property.

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

Francis Marion University Duck Ponds

Francis Marion University
Physical Plant
4822 East Palmetto Street
Florence, SC 29506

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the following project manager or his designee:

Lee Capotosti
Project Manager
(843) 661-1309
Lee.capotosti@fmarion.edu

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]

One (1) original in hard copy, one (1) electronic copy, four (4) copies in hard copy clearly marked "COPY", one (1) redacted copy in hard copy and one (1) redacted electronic copy. Financial Considerations must be submitted in one separate, sealed envelope.

Response shall address clearly, in the order below.

Technical Proposals

1. A total of ~~four (4)~~ six (6) Technical proposals shall be submitted, to include the following:
   - One (1) original, bound in a ring binder or in a manner where it shall be easily integrated into the office file.
   - ~~Three (3) copies~~ Four (4) copies, affixed by staple, folder, comb, or other binding, which is slim, portable, and easily transported and stored with multiple proposals.
   - One (1) redacted copy in hard copy
   - One (1) copy on a flash drive or other USB device.
     NOTE: Offerors are STRONGLY ENCOURAGED to submit an additional 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. [Reference 04-4030-2]

2. 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 items below and provide their response to that item immediately after.

3. The technical proposal shall not contain reference to cost. All information should be presented in the listed order:

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]

To be considered for award, all proposals must include, at a minimum, the following information.

Offeror should describe in detail how the proposed services meet each requirement in Section III. Scope of Work/Specifications. Proposals should include but not be limited to Section III. Scope of Work/Specifications. Vendor's response should follow the outline used in this RFP including individually restating each item then addressing that item in Section III. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.

Offeror's response should follow the outline used below in this RFP with all information presented in the exact listed order:

1.0 Cover Letter

Provide a cover letter 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 cover letter must be signed by a person having the authority to commit the offeror to a contract.

2.0 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 management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants/subcontractors).

3.0 Company Experience & Qualifications:

1. A brief history and overview of Offeror's firm, including a statement of the general background, experience, and qualifications.
2. Sample reports generated from analytics capabilities.
3. A detailed description of the Offeror's background and organizational history to include:
   - Years in business.

- A brief statement of how long the Offeror has been performing the type of services required by this RFP.
- Relevant awards and recognition.
- Location of offices, and indicate location of office(s) relevant to the work to be provided to the university.

4. A description of the Offeror's number of employees, longevity at the contractor.
5. A description of the Offeror's client base.
6. A narrative description of the proposed project team, its members, their duties, and the organizational structure. Indicate the backgrounds of each of the members of the assigned team including experience as it will apply to the Scope of Work, and offeror's proposal.
7. Demonstrate experience managing properties of the size and scope of Duck Ponds.
8. Indicate any demonstrated experience with public entities in the management of properties of the size and scope described herein.
9. Offer is to provide the names, address and telephone numbers of at least three references with which the offeror has managed property in a manner similar to the work described herein.
10. Offeror must provide any information required under Section V. Qualifications

4.0 Technical Proposal–

1. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.
2. 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. Specifically, the offeror should define the major components of each phase of the project and suggest important additional items that may need to be considered. Describe clearly, accurately, and completely the products, actions, and activities you propose to perform as part of an agreement for services.
3. The proposal should contain a proposed work plan, with a detailed description of the activities proposed for implementation and throughout the contractual period in a time-ordered sequence as well as a status reporting procedure.
4. Offerors shall include a timeline to complete the various requirements of management of the Duck Ponds property. Indicate the number of proposed staff to be assigned to each task. Indicate in what way (if any) the University is involved in collecting and updating data.
5. Examples of on-line screens, conversion work plans, training outlines and other relevant documentation should be presented as part of the proposal. All data elements should be identified.
6. List Offeror's reports provided in proposed solution, provide samples of these reports, and indicate how often each report is provided.

As part of your information to submit, include the following:

1. Describe in detail the amount of on-site and/or off-site assistance provided by the contractor during the product implementation.
2. Describe in detail the duration of training provided by the contractor.
3. Indicate capability of aiding university in obtaining Sustainable Forestry Initiative and or Forest Stewardship Council certifications, and their expirations for the contractor.

4. Provide information describing training plans for university employees both online or in person. The costs for training materials, manuals, and assistance should be included in the pricing provided in the vendor's response.
5. Indicate recommended number of contractor visits to property for initial assessment
6. Indicate number of routine inspections per year for property monitoring.
7. Indicate recommended best practices for specific reports and timing of those reports to the university.
8. List any implementation partners, third party vendors or products required or recommended by the contractor.

In this section you may include any additional information to further describe, demonstrate or explain the offeror's land management services proposed that are not otherwise covered in other sections of the proposal.

Additional:

5.0 Business Proposal – In addition to the above, vendor shall submit all price information as a separate sealed document (complete Section VIII "Bidding Schedule/Price-Business Proposal"):

** The technical proposal must not contain reference to cost. The Business Proposal cannot be included in the Technical Proposal.

The Business Proposal must include, at a minimum, the following information:

Pricing for initial installation, data migration, training and consulting, training materials, annual service agreement and maintenance, third-party software or services, and any other associated work associated with the scope of work herein. The university's objective use of the Business Proposal is to determine all-inclusive pricing to the university for Land Management services provided by the contractor.

Any pricing for "troubleshooting" problems after the initial implementation shall be included in Item 1-installation in the price proposal.

The Offeror must submit pricing that includes all components noted in Section III. Scope of Work/Specifications.

Offeror must provide any information required under Section V. Qualifications, "Qualifications – Required Information" regarding Financial Statements and Information Reflecting your Current Financial Position as well as a list and description of failed projects, suspensions, debarments, and significant litigation.

Not required to be provided with your proposal, but may be required at a later date: Financial Statement and Information Reflecting Your Current Financial Position: If you have audited financial statements which meet these requirements, you may be requested to provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]

OFFSHORE CONTRACTING (JAN 2006)

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

(a) What type of work is being contracted offshore? _____

(b) What percentage (%) of the total work is being contracted offshore?

_____

(c) What percentage (%) of the total value of the contract is being contracted offshore?

_____

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

[04-4020-1]

SUBMITTING REDACTED OFFERS (FMU 2022)

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 a flash drive. Otherwise, all information provided may be shared with others in subsequent Freedom if Information Act (FOIA) Requests.**

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (MAR 2015)

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

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015)

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.

(a) The general history and experience of the business in providing work of similar size and scope.

(b) 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.**

(c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.

(d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.

(e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.

(f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

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(I)] 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]

All proposals will be initially reviewed by the university for the purpose of determining responsiveness. Any proposal that does not meet the material and/or essential requirements of the State will be subject to disqualification pursuant to S.C. Statute, Regulations and Interpretative Authorities. Each proposal received which is found to be both responsible and responsive will be evaluated against the criteria indicated below.

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. **Qualifications**: Offeror's prior relevant experience with public entities and demonstrated customer service and support. Demonstrated performance on projects of a similar size and nature and ability to provide consulting and customization services.

3. **Price/Business Proposal:** Financial impact of Offeror's proposed systems on the business & financial operations of the university. Proposal shall contain (**in a separate, sealed envelope**) the total cost to the University over the life of the contract as described in Section VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL.

VII. Terms and Conditions

A. General

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)
(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. 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 (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (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 by the solicitation, the terms and conditions of all such documents and any purchase orders 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.

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Purchasing Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

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 Purchasing Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

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

PAYMENT & 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 Purchasing Officer.

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

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

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

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

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

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

VII. Terms and Conditions
B. Special

ADDITIONS/DELETIONS: The University shall have the right to make additions to and /or deletions from the contract as necessary. Any change orders to the contract must be communicated in writing between the contractor and the University Purchasing office and must be approved by the State Materials Management Office prior to implementation.

BANKRUPTCY (JAN 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor’s insolvency, including the filing of proceedings in bankruptcy.

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.

CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Purchasing Officer, a preperformance conference between the contractor, state and Purchasing Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Project Manager for Francis Marion University (see University Representative reference in Section III of this document) or Francis Marion University, Purchasing Office, PO Box 100547, Florence, SC 29502-0547.

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS (FMU 2024): Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the buyer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the buyer responsible for this solicitation, at the phone number and address shown on the cover page

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

CONTRACTOR'S LIABILITY INSURANCE (MAR 2013):
(a) 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.
(b) 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.
(c) 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.
(d) 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.
(e) 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.

(f) 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.
(g) 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.
(h) 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.
[07-7B056-1]

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor’s performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

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.

DELIVERIES SHALL BE FOB DESTINATION, FREIGHT PREPAID. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the University. Any claim for loss or damage shall be between the contractor and the carrier.

FORCE MAJURE: - FMU 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.

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 (NOV 2011) Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration

of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

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.

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

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Purchasing 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 Purchasing Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Purchasing Officer no later than fifteen (15) days after the Purchasing Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the state will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PURCHASES FROM OTHER SOURCES: The University's Purchasing Office reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract (the above does not apply to solicitations for service requirements).

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.

RESTRICTIONS/LIMITATIONS: No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause)

STAFF LEASING SERVICES: "The Contractor shall not engage the services of any staff leasing company pursuant to S.C. Code Ann. Section 40-68-10 (1976) et seq. to perform any services required under the terms and conditions of this contract without the expressed written consent of the state. Unauthorized use of a staff leasing services company by the contractor to fulfill the terms and conditions of this contract shall result in termination of the contract for cause.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date, and is cancellable at any time with at least ninety (90) days notice provided to the contractor (see TERM OF CONTRACT – TERMINATION BY THE UNIVERSITY, and TERMINATION FOR CONVENIENCE). Regardless, this contract expires no later than the last date stated on the final statement of award; the entire contract shall not value more than $325,000.

TERM OF CONTRACT – TERMINATION BY THE UNIVERSITY (FMU 2024): In the event that the University elects to cancel the contract, the University shall provide at least ninety (90) days notice to contractor prior to cancellation of the contract. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (FMU 2024): Contractor may terminate this contract at the end of the first year of the contract by providing the Purchasing 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.

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.

VOLUME: Quantities shown herein are estimated requirements for the contract period and the University does not obligate itself to purchase the full quantities indicated, but the price offered must be allowed should the quantities

be less. The University’s requirements may exceed the quantities shown and all orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions herein.

VIII. Bidding Schedule / Price-Business Proposal

The contract cannot exceed a total of $325,000 over the potential three year period.

PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]

Price to provide services described in this RFP. The University reserves the right to award to other than the lowest cost proposal as determined by the evaluation criteria.

Notes:

- **Bidding Schedule/Price-Business Proposal must be submitted in a separate sealed envelope.**
- **The technical proposal must not contain reference to cost or price. The Business Proposal cannot be included in the Technical Proposal.**

Bid Tabulation Instructions:

Offerors shall enter **numeric values only** in the designated pricing blanks. Do not enter words, text, symbols, or other non-numeric information in the pricing fields. Failure to provide the required pricing in the specified numeric format may result in the Offeror's proposal being deemed **non-responsive** and subject to rejection. Qualifying or other contingency language added to the Bid Tabulation may result in the Offeror's proposal being deemed **non-responsive** and subject to rejection.

Bid Schedule (NOV 2007):

The following Bidding Schedule is required to be completed by the offeror: (do not include sales tax in your offer)

Item	Description	Price for Year 1 of Services
1	Year 1 Land Management Services	
All inclusive price for year one of land management services, including assessment and related preliminary work for establishment of ongoing service.		

Item	Description	Price for Year 2 of Services
2	Year 2 Land Management Services	
All inclusive price for year two of land management services		

Continued on next page.

Item	Description	Price for Year 3 of Services
3	Year 3 Land Management Services	
All inclusive price for year three of land management services		

Item	Description	Total
4	GRAND TOTAL of Items 1-3 above:	

Date _____ Signature _____ Printed Name _____

IX. Attachments to Solicitation

Attachment 1. **Offeror's Reference Sheet**

Attachment 2. **Open Trade Representation**

Attachment 3. **I-312 – Non Resident Taxpayer Registration Affidavit**

Attachment 4. **Vendor Application (W9 required with this form)**

Attachment 5. **Bidder's Checklist**

ATTACHMENT 1 OFFEROR INFORMATION References:

Supply three (3) references of government agencies and/or firms for whom OFFEROR has provided similar services during the last five (5) years.

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	

ATTACHMENT 2

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 3

STATE OF SOUTH CAROLINA
DEPARTMENT F REVENUE

NONRESIDENT TAXPAYER

REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING

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

1. Owner, Partner (s) or Corporate Name of Nonresident Taxpayer:

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2. Trade Name (Doing Business As):

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3. Mailing Address:_____

_____

4. Federal Identification Number: _____

5. _____Hiring or Contracting with:
Name: _____
Address: _____
_____

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

6. I hereby certify that the above named nonresident taxpayer is currently registered (check the appropriate box):
___The South Carolina Secretary of State or
___The South Carolina Department of Revenue
Date of Registration: _____

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

8. I understand the South Carolina Department of Revenue mat revoke the withholding exemption granted under code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

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

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40 (b) (6) (f) (5), I declared that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

_____ (Seal)
(Signature of Owner, Partner or Corporate Officer) Date:_____

If Corporate officer state title:_____

_____
(Name-Please Print)

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+and+Instructions/withholding/default.htm

ATTACHMENT 4

Vendor Application Form (must send W9 with this form)

FRANCIS MARION UNIVERSITY
VENDOR APPLICATION FORM

FMU Vendor #: _____
❑ New Vendor
❑ Vendor Info Change

This form is to be completed in its entirety and submitted with a copy of the vendor's applicable IRS taxpayer identification form (W-9 for United States based vendors or W-8 BEN for international vendors).

VENDOR INFORMATION

Taxpayer ID Number *(either FEIN or SS#)*	FEIN	-	SS#	- -
Company Name or Individual Name *(as shown on your income tax return)*				
Doing Business As (DBA) *(if different from name above)*				
Mailing Address	Street: _____ City: _____ State: _____ Zip: _____			
Purchase Order Address ❑ *Same as Mailing Address*	Street: _____ City: _____ State: _____ Zip: _____			
Remittance Address ❑ *Same as Mailing Address*	Street: _____ City: _____ State: _____ Zip: _____			
Would you like to arrange for electronic payment?	❑ Yes ❑ No	South Carolina Small and Minority Business Certification Number	# _____ Expiration Date: _____	

VENDOR CONTACT INFORMATION

Purchasing / Sales Contact	Name	Email Address	Phone Number
Accounting / A.R. Contact	Name	Email Address	Phone Number

REQUIRED SIGNATURE

Signature of Individual Completing this form		Date

ACCOUNTING / PURCHASING USE ONLY

Purchasing Review By		Date
Accounting Review By		Date

ATTACHMENT 5
BIDDER'S CHECKLIST
AVOID COMMON BIDDING MISTAKES

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

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE 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 BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK *AGAIN* TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID 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.

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

Answers to Vendor Questions

Question 1	Section III says the Contractor shall "furnish or procure all labor, equipment, materials, supplies, and professional services necessary to manage the property." Section IV asks for "all-inclusive pricing." Our understanding is that the Bid Schedule price covers the Contractor's management and professional services, including its staff, field equipment, vehicles, software and travel. We also understand that the cost of third-party operational work and materials is a University property expense. The Contractor would procure and supervise that work as approved in each Annual Work Plan and Budget, but the cost for that work would not be part of the bid price. This work includes but is not limited to: seedlings; site preparation; planting; herbicide and fertilizer application; pre-commercial thinning; prescribed burning; fireline construction; road, culvert, bridge and gate construction or maintenance; signage; boundary line paint and posting; surveying; and animal-control contractors. Please confirm.
Answer	The cost of third-party operational work and materials is a university property expense. The Land Manager is required to provide recommendations and guidance for operational work as necessary for the ongoing upkeep and management of the property.
Question 2	If our understanding in Question 1 is correct, we assume the University pays third-party vendors directly after our review and approval? Do the operational costs count toward the $325,000?
Answer	Operational costs that are not part of the specifications herein are those operations procured by the university on the recommendation of the Land Manager. Operations procured by the university [on the recommendation of the Land Manager] do not count toward the $325,000.
Question 3	Please confirm that the following are also University costs outside the bid price: certification audit and registration fees, independent third-party appraisals, legal fees, boundary surveys, recording fees, permit and filing fees
Answer	The Land Manager is required to recommend the proper guidance toward obtaining various requirements including but not limited to certification audits and registrations, independent third-party appraisals, legal requirements, boundary surveys, recordings, permitting and filing. The fees associated with these are the responsibility of the university.
Question 4	Does the $325,000 contract maximum include Additional Services the University may order during the term? Such as appraisal, certification expenses, carbon program enrollment, or expenses associated with forestry curriculum (field tours, student training/mentorship, guiding student projects
Answer	Property appraisals related to the Duck Ponds property are the responsibility of the Land Manager and cannot be added as an additional service cost. Certification expenses, carbon program enrollment, or expenses associated with forestry curriculum (field tours, student training/mentorship, guiding student projects are all the responsibility of the university.

Question 5	Will the University accept invoices based on delivered milestones such as the completion of an inventory and management plan. Once the management plan is accepted, our standard procedure is to bill the annual management services monthly as services are rendered
Answer	As long as the bid schedule from the offeror accurately reflects all pricing from the Land Manager, the university is amenable to accepting invoices based upon delivery milestones. Services shall not be billed in advance.
Question 6	Our understanding is that the carbon services in the base scope are limited to carbon inventory support, carbon accounting assistance, sequestration assessments and sustainability reporting support. Enrolling the property in a carbon offset or credit program would be outside the base scope. That includes project development (including another inventory designed for carbon projects), registry listing, third-party verification, registry fees and ongoing program compliance. If the University requests enrollment, it would be provided as an Additional Service under a separate estimate or quotation. Please confirm
Answer	Carbon services such as carbon inventory support, carbon accounting assistance, sequestration assessments and sustainability reporting support are the responsibility of the Land Manager. The Land Manager is required to provide assistance in enrolling the property in carbon offset or credit programs if requested by the university or recommended by the Land Manager.
Question 7	Section III refers to initiating both SFI and FSC certification. Does the University intend to obtain one or both certifications during this contract term? Or does it want the Contractor to assess the options and recommend whether and how to certify, with the decision left to the University?
Answer	The university wants the Land Manager to assess the options and recommend whether and how to certify, with the decision left to the university.
Question 8	Because the University has no acquisitions under consideration, our understanding is that Acquisition and Disposition Services would be provided only if requested, as Additional Services, and are not included in the annual Bid Schedule prices. Please confirm
Answer	Correct.
Question 9	Does “annual timberland valuations” mean a high-level management valuation update prepared by the Contractor? Or does the University require a formal appraisal by a certified appraiser each year? If so, this would be covered under Additional Services. Please confirm
Answer	Annual timberland valuations means a high-level management valuation update prepared by the Land Manager; this service is required as included as part of the contract, and would not be considered an additional service. The university does NOT require a formal appraisal by a certified appraiser each year. If this were requested by the university, it would be considered an Additional Service.

Question 10	When the Contractor procures services on the University's behalf, must it follow the South Carolina Consolidated Procurement Code or University purchasing procedures (for example, minimum quote requirements or dollar thresholds)? If so, this may prove more costly and time consuming for standard "everyday" activities that are typically prescribed as annual activities in forest management plans (e.g. site preparation, tree planting, fire protection, etc.) Please confirm
Answer	Land Manager's use of a subcontractor for work required in the scope of work and specifications is not required to follow the South Carolina Consolidated Procurement Code or University purchasing procedures.
Question 11	The initial Work Plan and Budget is due no later than six months after contract execution. How should the Contractor handle time-sensitive work if needed before it is approved, such as salvage after storm or insect damage, firebreak maintenance, or road repairs? Is written approval from the University's Project Manager sufficient?
Answer	Written approval from the university's project manager or their designee is sufficient for time sensitive work that is necessitated either by the request of the university or by the recommendation of the Land Manager.
Question 12	How many hunt clubs are currently licensed on the property? Is administering those licenses (billing, compliance and renewals) part of this contract
Answer	There are three (3) hunt clubs currently licensed on the property as of the publishing of this Amendment. Administering those licenses is the responsibility of the university.
Question 13	Please clarify how the $325,000 maximum contract value and the "all inclusive" annual price for land management services are intended to apply. Is the contract ceiling intended to cover the awarded contractor's professional land management, planning, administration, and reporting services only, or must it also include implementation costs for third party or in house field activities such as road maintenance, site preparation, planting, prescribed burning, herbicide treatments, hand crews, timber cruising, and similar work? If implementation costs are outside the annual land management fee, would those services be separately approved and paid by FMU? Additionally, should timber sale administration be included within the annual management fee, priced as a separate program management fee, or handled on a commission basis?
Answer	See answer to Question #1. Operational costs are the responsibility of the university. The Land Manager is responsible for providing guidance including scopes of work and specifications to the university for recommended timber sales. Land Manager is responsible for managing any timber sale activity on the Duck Ponds property.
Question 14	For the initial assessment and Comprehensive Forest Management Plan, does the University expect the contractor to complete a new property wide forest inventory during the first year, or may the contractor evaluate the condition and adequacy of existing data and recommend a phased inventory program as part of the initial Work Plan and Budget?
Answer	The university requires that the contractor completes a new property wide forest inventory during the first year. The contractor may not evaluate the condition and adequacy of the forest inventory based solely on existing data.

Question 15	Does the University currently anticipate timber harvests during the three year contract period? If so, can FMU provide the expected or maximum harvest acreage per year? Are there any existing timber sale commitments that the awarded contractor would be expected to assume and administer, or other planned timber activities that should be considered when developing staffing and pricing?
Answer	The university does not anticipate timber harvests during the three-year contract period. The university has no existing timber sale commitments.
Question 16	Please clarify the expected role of the contractor for prescribed fire. Is the contractor expected to provide planning and oversight only, or to furnish the burn boss, burn crew, equipment, and implementation necessary to conduct prescribed burns? If implementation is anticipated, can FMU provide an estimate of expected annual burn acreage or frequency, along with the current or desired burn regime and any available prescribed fire history for the property?
Answer	Land Manager is required to provide planning and oversight of any prescribed fire approved by the university. The contractor is not required to furnish the burn boss, burn crew, equipment, and or implementation necessary to conduct prescribed burns.
Question 17	Several proposal requirements refer to "initial installation," "data migration," "product implementation," "online screens," "conversion work plans," and training. Please clarify whether FMU expects the awarded land manager to deploy a specific software platform, web portal, or land management information system, or whether offerors should describe their own GIS, data management, and reporting systems used to manage the property and provide information to the University.
Answer	The university does not require or expect a specific software platform, web portal, or land management information system to be deployed. The Land Manager should describe their own GIS, data management, and reporting systems used to manage the property and how it goes about providing information e.g. reporting, to the University. The university requires access to all data related to the Duck Ponds property. Upon the conclusion of the contract, the university desires guidance for potentially obtaining some or all systems used by the Land Manager for the university's own future use.
Question 18	Please clarify the required number of proposal copies. The Cover Page requests one original hard copy, four hard copy copies, one electronic copy, one redacted hard copy, and one redacted electronic copy, while Section IV states that four technical proposals are required: one original, three copies, and one electronic copy. Which submission quantity should offerors follow?
Answer	Section IV has been corrected to be consistent with the Cover Page requirements.

Question 19	The scope includes carbon inventory support, carbon accounting assistance, carbon sequestration assessments, and sustainability reporting. Is the Duck Ponds property currently enrolled in any carbon credit or carbon offset program? If so, is the awarded contractor expected to manage the existing program, including reporting, verification, compliance, and related administration? If the property is not currently enrolled, does FMU expect the contractor to evaluate and potentially pursue enrollment in a carbon program, or only provide carbon related analysis and reporting as requested?
Answer	The Duck Ponds property is not currently enrolled in any carbon credit or carbon offset program. The Land Manager is required to evaluate the property and recommend to the university any carbon credit or carbon offset programs based on its assessment of the property or at the request of the university. The university, with the guidance of the Land Manager, would be responsible for enrolling in any recommended carbon credit or carbon offset program(s).
Question 20	The scope references coordination with hunt clubs licensed by the University. How many active hunting leases or hunt clubs are currently associated with the Duck Ponds property, and what level of administration is expected from the awarded contractor? For example, is the contractor expected to administer lease agreements, renewals, billing or revenue tracking, access, communications, insurance or compliance requirements, and boundary issues, or primarily coordinate with existing hunt clubs as needed for land management activities?
Answer	See answer to Question #12. Additionally, Land Manager shall coordinate directly with the university project manager regarding various schedules of hunt clubs.
Question 21	Please clarify the anticipated level of FMU involvement and approval in the day to day management of the property. Once an annual Work Plan and Budget are approved, what decisions may the contractor make independently and which actions will require prior FMU approval? Specifically, what level of University involvement should the contractor expect for vendor or contract approvals, timber sale administration, field inspections, and overall land management decisions?
Answer	Approval from the university project manager is required for: vendor or contract approvals, timber sale administration, field inspections, and overall land management decisions. Approval from the university project manager is not limited to only these described activities.

Vendor: _____

Authorized Signature: _____
(Same signature as individual who signed cover page of the solicitation)

Date: _____

END OF AMENDMENT 1