



UNIVERSITY OF
SOUTH CAROLINA

Amendment NO.2

TO: ALL VENDORS

FROM: Dennis Gallman

SUBJECT: USC-IFB-3548-DG/ Furnish, Deliver and Install Exercise Equipment

OPENING DATE AND TIME: ITEM ONE

DATE: November 6, 2019

This Amendment No. 2 modifies the IFB only in the manner and to the extent as stated herein.

ITEM ONE: NO CHANGE TO BID OPENING DATE AND TIME

ITEM TWO: Section II. Instruction to Offerors-A General Instructions

DELETE: 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.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.htm>.

CODE OF LAWS AVAILABLE (JAN 2006) Clause Replacement

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

DELETE: 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.

INCORPORATE: AWARD NOTIFICATION (May 2019)

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 in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day

(including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-2]

DELETE: LEGAL AGREEMENTS INCLUDED WITH BIDS MUST BE CLEARLY LABELLED "SAMPLE"

Every page of legal agreement(s) that Offeror expects the University to sign in order to do business with Offeror, Offeror's terms and conditions, and/or similar type legal documents pursuant to potential contract award that Offeror chooses to include with its proposal must be clearly labelled "SAMPLE". If Offeror's proposal is the highest ranked offer from the evaluation process for the solicitation, then the University will consider the legal documents pursuant to potential contract award that the Offeror included with its proposal and clearly labelled "SAMPLE".

ITEM THREE: Delete the following in Section VII. TERMS AND CONDITIONS – B. SPECIAL of the Solicitation

INFORMATION SECURITY - DEFINITIONS (FEB 2015)

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

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

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

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

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

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

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

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

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

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

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

ITEM FOUR: Incorporate the following in Section VII. TERMS AND CONDITIONS -- b. SPECIAL of the Solicitation

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State.

PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed): (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable; (b) by unit prices specified in the Contract or subsequently agreed upon; (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon; (d) in such other manner as the parties may mutually agree; or, (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws. (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

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) [07-7B220-1]

STORAGE OF MATERIALS (JAN 2006): Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation.

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR

PREFERENCE (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to

pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11- 35-1524(D)(5)(c)] [07-7B237-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES

(FEB 2015) (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

ITEM FIVE: In Section III Scope or Work/Specifications incorporate the following: Installation of exercise equipment must be coordinated with the Blatt P.E. Center. Point of Contact: Michael Lagomarsine.

ITEM SIX: DELETE SECTION: VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

INCORPORATE SECTION: VIII. REVISED BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL (REVISION 1)

BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 2 IN THE SPACE PROVIDED BELOW AND RETURN IT **WITH THEIR BID RESPONSE**. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.

Authorized Signature

Firm

Date

Lot A: LINE ITEMS 0001-0022 (REVISED)

LINE ITEM	COMMODITY/SERVICE DESC		U/M	MFG	MODEL	UNIT PRICE	EXTENDED PRICE
0001	DFS-700102 (Dynamic Fitness Ultra Pro G2 Half Racks)	7	each	Dynamic Fitness	DFS-700102		
0002	DFS-700106SB (Dynamic Fitness Ultra Pro G2 DOUBLE Half Racks – Short Base)	7	each	Dynamic Fitness	DFS-700106SB		
0003	DFS-709060SS (Dynamic Fitness Custom Stand-up Adjustable Bench w/ Spotter Stand)	14	each	Dynamic Fitness	DFS-709060SS		
0004	ATF-HCIJ/HCS (Bench Slipcover / Wear Guard with Printed Logo)	14	each	Dynamic Fitness	ATF-HCIJ/HCS		
0005	DFS-XM71BP-0005-LOGO (Dynamic Fitness Ultra Pro Custom Rack Connector w/ TRX Bar & Logo)	6	each	Dynamic Fitness	DFS-XM71BP-0005-LOGO		
0006	DFS-XM71BP-0004 (Dynamic Fitness Single Bar Rack Connector)	12	each	Dynamic Fitness	DFS-XM71BP-0004		
0007	UM-U2OP002 (UMAX U2 Urethane Encased Olympic Weights)	42	each	UMAX	UM-U2OP002		
0008	UM-U2OP005 (UMAX U2 Urethane Encased Olympic Weights)	42	each	UMAX	UM-U2OP005		
0009	UM-U2OP010 (UMAX U2 Urethane Encased Olympic Weights)	84	each	UMAX	UM-U2OP010		
0010	UM-U2OP025 (UMAX U2 Urethane Encased Olympic Weights)	42	each	UMAX	UM-U2OP025		
0011	UM-U2OP045 (UMAX U2 Urethane Encased Olympic Weights)	126	each	UMAX	UM-U2OP045		
0012	HM-20KG-NBOLB-BRT (Needle Bearing Olympic Bar)	7	each	Advantage S&F	HM-20KG-NBOLB-BRT		
0013	HM-20KG-OLY-BLK (20KG Olympic Bar)	14	each	Advantage S&F	HM-20KG-OLY-BLK		
0014	HM-20KG-AGGPB (20KG, deep Knurl Power Bar – 2000lb Test)	7	each	Advantage S&F	HM-20KG-AGGPB		
0015	CAPPS-TDB (Texas Deadlift Bar)	7	each	Advantage S&F	CAPPS-TDB		
0020	FP-10CUCOMP/LOGO (Custom Colored Competition Style Bumper Plates)	42	each	Advantage S&F	FP-10CUCOMP/LOGO		
0021	Freight	1	Lot				
0022	Installation	1	Lot				
TOTAL ACCUMULATIVE PRICE LOT A							\$

Bidder must provide a cost to purchase all trade- in- equipment

TRADE-IN-EQUIPMENT SCHEDULE

Year Purchased	Make	Model	Name of Machine	Condition
2010	Strive	s-127	Diverging Lat Pulldown	Active and working
2010	Strive	s-117	Arm Extension	Active and working
2010	Strive	s-120	Incline Press	Active and working
2010	Strive	s-109	Abdominal Crunch	Active and working
2010	Strive	s-101	Arm Curl	Active and working
2012	Keiser	Air250	Biaxial Chest Press	Active and working
2012	Keiser	Air250	Leg extension	Active and working
2012	Keiser	Air250	Leg curl	Active and working
2012	Keiser	Air250	Functional Trainer	Active and working
2012	Keiser	Air250	Biaxial Upper Back	Active and working
2012	Keiser	Air250	Squat	Active and working
2012	Keiser	Air250	Leg Press	Active and working
2012	Keiser	Air250	Tricep	Active and working
2012	Keiser	Air250	Arm Curl	Active and working
2012	Keiser	Air250	Seated Calf	Active and working
2012	Keiser	Air250	Runner	Active and working
2010	Cybox	1219-90	Torso Rotation	Active and working
2010	PowerLift	Collegiate Dumbbell Bench	Bench	working. Upholstery ripped

2010	PowerLift	Back Extension	Back extension	working. Upholstery ripped
2012	SPS	Ext3	Ab crunch	Active and working
2010	Octane	X-Ride	Seated Elliptical	Needs repair
2012	True Fitness	CS800	Upright Bike	Needs foot pedal
2012	True Fitness	CS800	Upright Bike	Needs arm crank

FOR LINE ITEMS 0001-0020

Resident Vendor Preference _____
 SC End Product Preference _____
 US End Product Preference _____

FOR LINE ITEMS 0022

Resident Contractor Preference _____
 Resident Sub-Contractor Preference (2%) _____ Number of Sub-Contractors _____
 Resident Sub-Contractor Preference (4%) _____ Number of Sub-Contractors _____

Total Price for trade- in equipment \$ _____

The University of South Carolina will require the extraction of the trade in equipment from the Blatt P.E. (Columbia Campus) before installation of the new equipment (Lot A)

Total lot A less trade in amount: \$ _____