

 UNIVERSITY OF SOUTH CAROLINA	Solicitation Number	USC-FPB-1065-RB
	Date Issued	July 11, 2007
FIXED PRICE BID	Procurement Officer	Reed Bickers
	Phone	(803)777-4115
	FAX	(803)777-2032
	E-Mail Address	bickersr@gwm.sc.edu

DESCRIPTION: Furnish and Deliver New Nice digital video recorders and Equipment

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

SUBMIT OFFER BY (Opening Date/Time): July 30, 2007 at 3:00 PM See provision entitled "Deadline For Submission Of Offer"

NUMBER OF COPIES TO BE SUBMITTED: One (1) original

QUESTIONS MUST BE RECEIVED BY: July 23, 2007 at 3:00 pm See provision entitled "Questions From Offerors"

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina –Purchasing Department 1600 Hampton Street, Suite 606 Columbia, S.C. 29208	University of South Carolina –Purchasing Department 1600 Hampton Street, Suite 606 Columbia, S.C. 29208

See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above. The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu
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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 <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ <small>(See provision entitled "Signing Your Offer".)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	
DATE	

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.

OFFEROR'S HOME OFFICE ADDRESS <small>(Address for the Offeror's principle place of business)</small>		
CITY	STATE	ZIP CODE
PHONE	FACSIMILE	E-MAIL
STATE OF INCORPORATION <small>Incorporation.)</small>		<small>(If Offeror is a corporation, identify the state of</small>
TAXPAYER IDENTIFICATION NO.		<small>(See provision entitled Taxpayer Identification Number)</small>

USC-FPB-1065-RB
SCHEDULE OF KEY EVENTS

- | | | |
|----|---|-----------------------------|
| 1. | Issuance of Solicitation | July 11, 2007 |
| 2. | * Deadline for receipt of questions regarding this bid. | July 23, 2007
At 3:00 PM |
| 4. | Public opening and deadline for receipt of responses | July 30, 2007
At 3:00 PM |
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*** MAIL QUESTIONS TO:** University of South Carolina
1600 Hampton Street, Suite 606
Columbia, South Carolina 29208
Attn.: Reed Bickers

EMAIL QUESTIONS TO: Bickersr@gwm.sc.edu

Email with the questions attached in MS Word is the preferred method of receiving questions. If you choose to mail your questions you must MARK YOUR ENVELOPE “QUESTIONS FOR USC-FPB-1065-RB” and include an electronic copy in MS Word.

MAIL or HAND CARRY PROPOSALS TO: University of South Carolina
1600 Hampton Street, Suite 606
Columbia, South Carolina 29208

MARK PROPOSAL: USC-FPB-1065-RB

NUMBER OF RESPONSES:
Hard Copy: One (1) Original

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

I. Scope of Solicitation

Furnish, deliver, & supply specialty & research gases & supplies as required by the University of South Carolina, Columbia Campus.

Scope of Services

USC is seeking a Fixed Price contract with specialty & research gas suppliers to establish a minimum discount of 30% off the manufacture's list price for all specialty & research gases, & supplies. The intent is to have multiple resellers approved to provide the stated gases to the University of South Carolina and to create a minimum discount off manufacture's list price Fixed Price Bid Specification that could remain in place for up to five years.

Maximum Contract Period: 5 years from date of award.

II. Instructions to Offerors

A. Special Instructions

Type of Contract

An agency contract or contracts will be awarded by the University of South Carolina Purchasing department for the period indicated and in accordance with the provisions and conditions of this solicitation.

Bidding Instructions

A Vendor Checklist is enclosed for your use in providing ALL the required items. Failure to include all requirements will result in rejection of the bid.

B. General Instructions

AMENDMENTS TO SOLICITATION (AUG 2004) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.purchasing.sc.edu/sa.php (b) Offerors shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment.

AWARD NOTIFICATION (AUG 2004) Notice regarding the University's intent to award a contract will be posted at the location specified on the Cover Page. The

date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the sixteenth day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (AUG 2004) By submitting Your Bid or Proposal, You are offering to enter into a contract with the University of South Carolina. 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.

DEADLINE FOR SUBMISSION OF OFFER (AUG 2004) Any offer received after the procurement officer 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 University's mail room which services the purchasing office prior to the bid opening. [R.19-445.2070(H)]

DEFINITIONS (AUG 2004) Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

- (1) **AMENDMENT** - means a document issued to supplement the original solicitation document.
- (2) **BUYER** - means the Procurement Officer.
- (3) **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.
- (4) **OFFER** - means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
- (5) **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."
- (6) **PROCUREMENT OFFICER** - means the person, or his successor, identified as such on the Cover Page.
- (7) **YOU and YOUR** - means Offeror.
- (8) **SOLICITATION** - means this document, including all its parts, attachments, and any Amendments.
- (9) **SUBCONTRACTOR** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

DUTY TO INQUIRE (AUG 2004) 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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the University's attention.

OMIT TAXES FROM PRICE (AUG 2004) Do not include any taxes in Your price that the State may be required to pay.

PROTESTS (AUG 2004) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate chief procurement officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]

PUBLIC OPENING (AUG 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 (Aug 2004) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. 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. (b) The University seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer - as soon as possible - regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

RESPONSIVENESS / IMPROPER OFFERS (AUG 2004) (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

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

(d) 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.

RESTRICTIONS APPLICABLE TO OFFERORS (AUG 2004) By submitting an Offer, You agree not to discuss this procurement activity in any way with any university department or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

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

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (AUG 2002) This solicitation incorporates the following solicitation provision(s) by reference, with the same force and effect as if they were given in full text. The full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.procurement.sc.gov> .

Bid Acceptance Period (Aug 2004)
Bid In English & Dollars (Aug 2004)
Certification Regarding Debarment And Other Responsibility Matters
(Aug 2004)
Drug Free Work Place Certification (Aug 2004)
Ethics Act (Aug 2004)
Rejection/Cancellation (Aug 2004)
State Office Closings (Aug 2004)
Taxpayer Identification Number (Aug 2004)
Withdrawal Or Correction Of Offer (Aug 2004)

SUBMITTING CONFIDENTIAL INFORMATION (August 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response,

Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (AUG 2004) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (AUG 2004) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. 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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. 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. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with State Minority Firms.

III. Scope of Work / Specifications

USC is seeking a Fixed Price contract with specialty & research gas suppliers to establish a minimum discount of 30% off the manufacture’s list price for all specialty & research gases, & supplies. The intent is to have multiple resellers approved to provide the stated gases to the University of South Carolina and to create a minimum discount off manufacture’s list price Fixed Price Bid Specification that could remain in place for up to five years. Not to exceed \$100,000.00/annually.

ADDITIONAL REQUIREMENTS

1. CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE

Contractor shall not commence work under this contract until he has obtained all insurance required hereunder and such insurance has been approved by the University of South Carolina; any and all subcontractors performing any service pursuant to this contract must meet the minimum insurance coverage limits set for the primary contractor.

Bodily Injury Liability & Property Damage Liability Insurance

The Contractor shall provide and maintain, during the life of this contract, the following minimum insurance coverage with the University of South Carolina named as an additional insured. All vendors must submit with their bid (or within ten (10) days after notification of intent to award) the original or certified true copy insurance certificate. If this information is not provided within this time frame the bid will be rejected. All insurance coverage costs must be exclusive of any legal costs.

	TYPES OF COVERAGE	LIMITS OF
(1)	Worker’s Compensation	Statutory limits set by the State of South Carolina
(2)	Employer’s Liability	\$ 500,000 per person per incident
(3)	Comprehensive General Liability	\$1,000,000 aggregate
	Bodily Injury/Property Damage	\$ 500,000
	Products/Completed Operations	\$ 500,000

	Accidental Death	\$ 500,000
(4)	Comprehensive Automobile Liability	\$1,000,000
	Bodily Injury/Property Damage	single limit

All insurance shall remain in effect for the duration of this contract, including extensions. Insurance and/or bond shall be secured from companies licensed to do business in the State of South Carolina and shall be countersigned by a licensed resident agent authorized to conduct business in South Carolina. All policies must include the University of South Carolina as an additional insured.

IV. Information for Offerors to Submit

- a. Contract Rate Percentage Discount off Manufacture's List Price: In Attachment A, provide the maximum percentage discount to be applied to the manufacture's list price.
- b. Qualifications and Experience: Provide a description of company profile, structure, length of time in business and specific experience to indicate ability to perform, manage and service the University in accordance with the specifications as stated herein. Offeror must provide information that they meet the qualifications as provided in Part V. Describe company resources available including adequate staff to accomplish stated requirements and to serve the University during peak demands.
- c. References: Offeror should provide a minimum of four (4) references. Such listing should include one (1) current client for whom your company is currently providing services of similar nature. List must include institution name and contact persons with complete and accurate mailing addresses and telephone numbers and contain any required written consent from clients listed as references to allow the University to inquire about the company performance.
- d. Insurance: Offeror must provide evidence of insurance as requested in this solicitation, with the University of South Carolina as the named insured.

V. Qualifications

- a. Provide general information about the company, its product's and services, number of years in business, and experience with this type video surveillance components.
- b. List a minimum of 3 clients of the same scope and magnitude that will provide an indication of the bidder's experience in this area. Provide

reference information to include current contact person, telephone number, and email address. USC reserves the right to directly contact any or all references.

- c. Must be an authorized Nice Video reseller. Provide documentation to verify authorization.

VI. Award Criteria

Evaluation/Award

Award will be made to all responsive and responsible bidders to the University's request for competitive fixed price bidding. The minimum rate of 30% discount is listed in Attachment "A".

During the term of this contract, the University may add additional contractors annually to the approved provider list upon verification of the contractor's qualifications as mandated herein by the University.

VII. Terms and Conditions

A. Special

SPECIAL CONTRACT CLAUSES

Bidding Condition of Price

Bid price must be fixed for the initial contract period, except the University shall be advised of, and receive the benefit of, any price decrease. The contractor must agree to provide written price reduction information within ten (10) days of its effective date.

Indemnification

The University of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's bid.

Term/Option to Extend:

Initial contract period: One year from date of award.

A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed 4 additional one (1) year periods. If contractor elects not to extend on the anniversary date, the contractor must notify the University of South Carolina Purchasing department of its intention in writing ninety (90) days prior to the anniversary date.

B. General

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the University of South Carolina Purchasing department.

CONTRACT AMENDMENTS: Amendments to any contract between the agency and the contractor must be reviewed and approved by the University of South Carolina Purchasing department.

COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

INDEMNIFICATION: The University of South Carolina, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability

is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the University shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The University will consider the contractor to be the sole point of contact with regard to contractual matters.

RECORDS RETENTION & RIGHT TO AUDIT: The University shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of six (6) years from the date of final payment under the contract. The University may conduct, or have conducted, performance audits of the contractor. The University may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the University. Pertaining to all audits, contractor shall make available to the University access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the University.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out

of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the University. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the University of South Carolina Purchasing department provided a thirty (30) days advance notice in writing is given to the contractor.

Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the University of South Carolina.

Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the University without the required thirty (30) days advance written notice, then the University shall negotiate reasonable termination costs, if applicable.

Cause: Termination by the University for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

Default: In case of default on contractor, the University reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. **SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**

OFFEROR RESPONSIBILITY: 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 proposal. 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 proposal or to the contract.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the University pursuant to this contract shall belong exclusively to the University.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the State pursuant to this contract shall belong exclusively to the University.

PURCHASING LIABILITY: The University of South Carolina Purchasing department is acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of its departments and acts only as their agent in this respect. The resulting contract is between the department and the successful offeror and the University of South Carolina Purchasing department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

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 803-898-5383.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 6/26/01)
3323

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

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (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 to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) 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 12-84-44 (B) (5) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer state title: _____

(Name - Please Print)

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.

ATTACHMENT A

DESCRIPTION OF SERVICES	MINIMUM % DISCOUNT OFF MANUFACTURE'S LIST PRICE	OFFEROR'S DISCOUNT OFF MANUFACTURE'S LIST PRICE
Furnish, deliver, & supply specialty & research gases & supplies	30% Discount	% Discount