 UNIVERSITY OF SOUTH CAROLINA	FIXED PRICE BID	Solicitation Number Date Printed Date Issued Procurement Officer Phone E-Mail Address	USC-FPB-1999-MLS July 11, 2011 July 11, 2011 Mary L. Sims 803-777-5253 Mary.sims@sc.edu
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DESCRIPTION: **Integrated Marketing Communications and Public Relations Services**

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY: (Opening Date/Time): **08/05/2011 2:30 PM** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **07/22/2011 11:00 AM** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original in Hardcopy and five (5) copies marked 'Copy' plus one (1) Electronic Copy (Original Hardcopy Shall Prevail)**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	PHYSICAL ADDRESS: University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208
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See "Submitting Your Offer" provision

CONFERENCE TYPE: N/A As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION:
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 08/12/11 . 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 (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax –exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
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)	
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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.	
STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)	
TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address	<input type="checkbox"/> Order Address same as Home Office Address
<input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> 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 (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

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

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

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Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special 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. General
 - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

I. Scope Of Solicitation

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

The University of South Carolina is seeking consultants with extensive experience in branding campaigns to assist internal clients with the implementation of its Integrated Marketing Communication Plan and Strategy. The University's plan is being led through the Division of Communications.

MAXIMUM CONTRACT PERIOD -- ESTIMATED (January 2006): **From 8/23/2011 to 8/22/2016.** 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".

II. Instructions To Offerors - A. General Instructions

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BUYER – means the Procurement Officer.

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.

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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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.

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OFFER – means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

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

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

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 the Cover Page.

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 having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (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.

AWARD NOTIFICATION (NOV 2007): Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. 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. [02-2A010-1]

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) 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 (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English

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language and in US dollars, unless otherwise permitted by the Solicitation.
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS
(JANUARY 2006)

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

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

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

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

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

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

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

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.

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed

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by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) 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.

DUTY TO INQUIRE (JANUARY 2006) 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 State's attention.

ETHICS CERTIFICATE (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

ILLEGAL IMMIGRATION CLAUSES (2008)

Procurement Code Transactions: Non-Construction

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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]

Procurement Code Transactions: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its 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." Contractor agrees to include in any contracts with its subcontractors language requiring its 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. (An overview is available at www.procurement.sc.gov)

Other Transactions

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated

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in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

PUBLIC OPENING (JANUARY 2006) 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 (JANUARY 2006): (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. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. 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 State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

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

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

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

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

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

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit.***

SIGNING YOUR OFFER (JANUARY 2006) 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.

STATE OFFICE CLOSINGS (JANUARY 2006) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

SUBMITTING REDACTED OFFERS (FEB 2007): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in ever detail the

information marked as exempt from public disclosure. 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 "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 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 contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its 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 (JANUARY 2006) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by 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 bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) 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. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) 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 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 (JANUARY 2006): (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 (JANUARY 2006) 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.

II. Instructions To Offerors - B. Special Instructions

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: An Offeror's Checklist is enclosed (on Page 53 of this document) for your use in providing ALL the required items. Failure to include all requirements may result in rejection of the bid.

SUBMISSION OF QUESTIONS - All questions must be in writing and submitted to Mary L. Sims, no later than 11:00 a.m., July 22, 2011. Send questions by mail to: USC, Purchasing Department, 1600 Hampton Street, Suite 606, Columbia, SC 29208. Mark Envelope: QUESTIONS: USC-FPB-1999-MLS.

QUESTIONS MAY BE E-MAILED TO: Mary.sims@sc.edu or FAXED TO: 803-777-2032.

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

DISCUSSIONS WITH BIDDERS (JAN 2006) After opening, the procurement officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

MAGNETIC MEDIA – REQUIRED FORMAT (JAN 2006): As noted on the cover page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: **CD-R; DVD ROM; DVD-R; or DVD+R**. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD-+RW, or DVIX **are not acceptable** and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR

OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.**

PROTEST - CPO - MMO ADDRESS (JUNE 2006)

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

LEGAL AGREEMENTS INCLUDED WITH PROPOSALS MUST BE APPROVED

Any proposal that includes legal agreement(s) the University is expected to sign to do business with offeror, offeror's terms and conditions, and/or similar type legal documents pursuant to potential contract award that have not been approved by the University of South Carolina

Purchasing Department (i.e. Procurement Officer for the solicitation) prior to the deadline for receipt of proposals / bid opening will cause offeror's proposal to be rejected. Vendors interested in including legal agreement(s) the University is expected to sign to do business with them, their terms and conditions, and/or similar type legal documents pursuant to potential contract award with their proposals must submit these documents to the University of South Carolina Purchasing Department (i.e. Procurement Officer for the solicitation) for consideration during the time period for questions regarding the solicitation. If vendor submits legal agreement(s) the University is expected to sign to do business with it, its terms and conditions, and/or similar type legal documents pursuant to potential contract award to the University of South Carolina Purchasing Department (i.e. Procurement Officer for the solicitation) for consideration, the legal documents are subject to being published in their entirety in the amendment to the solicitation that includes questions and answers.

ADDITIONAL CONTRACTORS ADDED TO CONTRACT

During the term of this contract, the University may add additional contractors to the contract. Vendors that wish to be considered for contract during the contract term must submit complete bids to the Procurement Officer at the University of South Carolina Purchasing Department. Bids must be submitted to the Procurement Officer listed on the cover page of this solicitation. Only bidders that are determined to be responsive and responsible will be awarded contracts.

III. Scope of Work/Specifications

PURPOSE

The following information taken from Section 11-35-1525 of the South Carolina Procurement Code will give a better understanding of the Fixed Price Bid process:

- (a) Fixed Price Bidding. The purpose of fixed price bidding is to provide multiple sources of supply for specific services, supplies, or information technology based on a preset maximum price which the State will pay for such services, supplies, or information technology.*
- (b) Pricing. The State shall establish, before issuance of the fixed price bid, a maximum amount the State will pay for the services, supplies, or information technology desired.*
- (c) Evaluation. Vendors' responses to the fixed price bid will be reviewed to determine if they are responsive and responsible.*
- (d) Award. Award must be made to all responsive and responsible bidders to the state's request for competitive fixed price bidding.*
- (e) Bids Received After Award. Bidders not responding to the initial fixed price bid may be added to the awarded vendors' list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original fixed price bid as authorized by the solicitation.*
- (f) Remedies. The failure of a specific Offeror to receive business, once it has been added to the awarded vendors' list, shall not be grounds for a contract controversy under Section 11-35-4230.*

CONTRACTOR - The contractor warrants that any equipment, services, goods and/or supplies provided to the University or used in the performance of the contract resulting from this bid will comply with all specifications, standards of performance and other terms and conditions normally established to be used in the industry to perform media services. Also, the contractor shall be responsible for the full performance hereunder of any subcontractor's equipment, services and/or supplies, and the University shall solely rely upon said contractor for contract performance. Contractor shall provide sufficient, qualified personnel to perform contractor's obligations.

DELIVERY/PERFORMANCE LOCATION – PURCHASE ORDER (January, 2006): After award, all deliveries shall be made and all services provided to the location specified by the using Governmental Unit in its purchase order.

BACKGROUND/INTRODUCTION

The University of South Carolina is introducing an Integrated Marketing Communications Plan and Strategy in the Fall of 2011. The Strategy will include a message platform and branding messaging for key audiences. This plan is focused on the Columbia Campus, but also offers a framework for each of the seven regional and comprehensive universities in the USC System.

As the University moves into implementation of the plan, it is seeking the support of agencies and/or experienced marketing consultants that can serve as marketing strategy support teams and extensions of the Division of Communications to assist individual colleges, schools, campuses and units with consistent execution of the brand.

The University of South Carolina, an eight-campus system serves as the state's Flagship University. All contractors are required to attend University Brand training. All activity performed with USC clients under this contract must be with the direct supervision of the USC Director of Strategic Marketing or their designee.

While some of the creative execution of the planning can be performed with staff within the USC Department of Creative Services, there will be situations where there will be a need for outside creative support. Should this be necessary, contractors will be required to use one of the approved service providers within the areas of graphic design, photography, videography, Web design, etc.

GENERAL SCOPE OF WORK:

Contractors shall provide services to support University campuses, colleges, schools and administrative units that need help interpreting the new brand and making it specific to the needs of that unit. Support services include the following areas:

- Marketing Strategy Services
- Media Buying
- Freelance Writing
- Graphic Design
- Videography
- Photography
- Web Design and Development

- Mobile Application Design and Development

1. Marketing Strategy Services:

The University of South Carolina is seeking consultants with extensive experience in implementing branding campaigns to assist internal clients with the implementation of the USC marketing plan. The institution's plan is being led through the Division of Communications. This Fixed Price Bid solicitation is asking for support services for campuses, colleges, schools and administrative units that need help interpreting the new brand and making it specific to the needs of that unit. For complete details, see Page, 30, Section IV Information for Offerors to Submit.

2. Media Buying Services:

Media Buyers shall work in partnership with marketing and communications staff. Contractor shall identify effective and efficient ways to manage media buying at a regional and national level from initial media research through execution and analysis. The various media buys will be driven by an Integrated Marketing Communications (IMC) plan currently being developed under the leadership of University Communications (UC). The goals of this integrated approach are as follows:

- a. Establish a clear vision of USC's brand, image, and reputation on a national level.
- b. Assist in the attraction and retention of highly respected faculty and students.
- c. Increase support from public and private funding.
- d. Create a disciplined approach to communications.
- e. Build understanding and commitment to university goals across campus.

A key component of this plan will be the successful purchase and implementation of both traditional and electronic media. Media buying services include, but are not limited to the following:

A. Planning

1. Conduct comprehensive media research based on the targeted audiences and regions.
2. Provide expertise in the field of social media placements and making appropriate recommendations.
3. Develop a media plan that includes a balanced mix for broad reach to target audiences while achieving the campaign objectives.
4. Negotiate cost-effective media schedules that maximize reach and frequency to identified target audiences at the lowest possible cost to the University.
5. Demonstrate knowledge of current media trends, costs and distribution figures.
6. Provide a media plan that includes recommended media mix, schedule computations, budget summaries and added-value opportunities.
7. By market, providing USC with: audience profile, mass media ratings, schedule deliveries including reach frequency, cost per thousand, impressions, ad rotation and recommended flight periods for each medium.
8. Recommend placement of multicultural media that will successfully deliver the University's messages to the appropriate ethnic audiences.

B. Production

1. Complete insertion orders and submit to recommended media outlets.
2. Develop production schedules and traffic instructions for media outlets.
3. Coordinate with USC staff to develop production schedules required by media contracts.
4. Collect tear sheets and affidavits.
5. Monitor implementation to ensure all advertisements are properly placed in a timely manner.

C. Analysis

1. Recommend changes to plan during campaign based on performance to date and new opportunities. Provide proof of placements.
2. Produce reports for USC documenting actual deliverables, budget performance and quantifying added-value opportunities.
3. Assess cost, CPM, total impressions, reach and frequency by key media markets.
4. Recommend future advertising opportunities based on results.

Qualification: In addition to a proven track record and a strong willingness to partner on this exciting plan. Media Buying consultants must have experience:

- a. At least five years experience working for an advertising agency or as a consultant in the media planning/buying field.
- b. Proven experience in marketing, branding and/or advertising in a higher education environment.
- c. Proven experience in the electronic and social media outlets.
- d. Proven experience working in ethnic and multicultural media outlet.

Qualifications and experience must demonstrate buyer's ability to:

- a. Successfully complete the requirements identified in Scope of Work.
- b. Work with an integrated marketing communications plan and leverage media buys to reach superior results.
- c. Negotiate superior pricing
- d. Think strategically

3. FREELANCE WRITING SERVICES

Contractors will work with university clients to create carefully crafted text that complies with Integrated Marketing Campaign messaging and communication needs and standards as determined by the Division of Communications and approved by the University of South Carolina. Specific examples of writing services include, but are not limited to:

- a. Feature or news articles for magazines or newsletters
- b. Copy for promotional or informational brochures and pamphlets.
- c. Annual reports
- d. Donor prospect proposals
- e. Capital campaign case statements
- f. Text for comprehensive projects that include, but are not limited to, all the above writing services

Process and Production Requirements for Writing Projects: Writers must participate in an initial in-person meeting with the university client to discuss the scope of the work, budget, and timeline. Project details should be summarized in writing and returned to client for review and approval. The summary should include:

- a. An estimate of project cost based on approved hourly rates or per-project rate and the estimated number of hours for project completion. All project estimates should include account management expenses (phone and e-mail communications, meeting time, normal travel, administration of projects, etc.)
- b. An agreement on number of required drafts/rewrites.

While engaged in writing projects, contractor will be expected to provide regularly scheduled progress updates and give sufficient advanced notice in the event of delays to agreed-upon project deadlines.

Upon completion of the project, the contractor must forward electronic files to the client. All project materials will become the property of the University client.

Under the direction and/or supervision of the Division of Communications, contractor will be pre-approved to interface with University Creative Services, University Magazine Group, or News and Internal Communications for access to university archival resources.

Errors on files and proofs, which are discovered at any time during printing production and which are due to contractor's oversight, must be corrected within 48 hours at no cost to the University. Any additional production costs incurred as a result of such errors will be the responsibility of the contractor.

Contractor is responsible for obtaining review and approval of copy/text from primary sources prior to submission to client. Client reserves the right to edit, condense, and rewrite provided text.

Payment:

Contract will be paid at a fixed hourly rate. The hourly rate or per-project rate will be inclusive of all anticipated services excluding travel expenses (see note below). Examples of such anticipated services include telephone and in-person interviews, writing, editing, and any re-writing of drafts.

Qualifications: Freelance Writing consultants must have a minimum of five years professional experience in writing for commercial clients.

Contractors must be capable of carrying out the designated Scope of Work and be able to cite demonstrated expertise in all or some of the following: interviewing, feature writing, technical writing, advertising/promotional copywriting, marketing writing, Web writing, editing, and rewriting.

Contractors must be able to meet the following expectations for contract writing assignments:

- a. Work must be completed by stated deadline.
- b. Work must conform to University of South Carolina style, based on AP Style guidelines.

- c. Submitted samples must conform to professional standards for brevity and clarity and reflect a nuanced command of the English language.
- d. Work must reflect objectives stated by client at outset of project.
- e. At client's discretion, work submitted to client for review must also be submitted to Office of Strategic Marketing and/or University Magazine Group to ensure compliance with strategic marketing messaging.

4. GRAPHIC DESIGN SERVICES:

Contractors will work with University clients to develop and design marketing materials that meet aesthetic and communication standards (messaging, graphic identity, and accuracy and quality of materials) as determined by the Division of Communications and approved by the University of South Carolina. Specific examples of graphic design services include, but may not be limited to:

- a. Brochures, booklets, reports, manuals;
- b. Direct mail flyers, postcards, and specialty pieces;
- c. Event materials such as invitations, programs, award certificates;
- d. Posters, banners, and vehicle wraps;
- e. Print, web, and outdoor advertisements;
- f. Web graphics and e-marketing materials
- g. Panels for table-top display units and conference, open-house, or trade show exhibits;
- h. Graphs, charts, and other individual graphics or illustrations.

University Printing Policy - Although the contractor (s) should provide the client with estimated printing costs, if applicable, those costs should not be included as a part of the contractor(s)'s project costs.

All printing solicitations must be processed separately by the University Purchasing Department according to University printing guidelines. Upon completion of design, detailed printing specifications must be submitted to the Purchasing Department for bidding purposes.

A format for specifications can be provided. The provider(s) may recommend suggested commercial printers to be added to the bidders list if it is determined that the project will be printed through commercial sources.

Process and Production Requirements - Contractor(s) shall participate in an initial face-to-face meeting with the University client to discuss scope of job, specifications, budget, and timetable. Project details should be summarized in writing and returned to client for review and approval. The summary should include:

- a. An estimate of project cost based on approved hourly rates and the anticipated number of hours for project completion; all project estimates should include account management expenses (phone and e-mail communications, meeting time, normal travel, administration of projects, etc.).
- b. An agreement on number of initial concepts and the number of permissible subsequent layout proofs to be provided.
- c. A plan for the contracting of required new photography or the use of existing photography (if applicable);

- d. A mutual understanding of the contractor(s) policy on client alterations and additional rates.

Contractor must provide initial design concepts and subsequent layout proofs in hard copy or electronic formats as agreed to by client.

Contractor(s) must ensure that prepress requirements are completed for all electronic files prepared for printing; all prepress work must be completed using generally accepted standards and practices within the industry in which the piece will be produced.

Contractor(s) must work with the University client to determine graphic design project printing specifications as required and to select paper and ink as needed working within budgetary constraints.

Advertising files must be provided in an appropriate high-resolution file format (most commonly PDF), web art must be provided in the appropriate predetermined file format for the project.

Upon completion of the project, the contractor(s) must forward final files to the client including a printout of the complete project; a CD (or other storage format determined acceptable by the client), which includes a copy of the final file with all linked fonts, photos, and documents in place; and a documented description of components including fonts, colors, paper stock, and other printing specifications.

General Requirements:

Contractor(s) must, at a minimum, be proficient with programs in the Adobe Creative Suite, including: InDesign, Illustrator, Photoshop and Acrobat. Projects must be created using the Adobe Creative Suite software (version CS4 or CS5). Other software formats will not be accepted unless mutually agreed to by the contractor (s) and University client.

Contractor(s) must arrange and participate in on-campus client meetings during traditional business hours as appropriate throughout the production process.

Contractor(s) must solicit and receive approval from the Office of Trademarks and Licensing and/or University Creative Services for use of official University marks and logos on products such as T-shirts, flash drives, give-away items, etc.

Errors on files and proofs, which are discovered at any time during production and which are due to contractor(s)'s oversight, must be corrected within 48 hours at no cost to the University. Any additional production costs incurred as a result of such errors will be the responsibility of the contractor(s).

All project materials will become the property of the University client. In addition, the contractor(s) agrees that all project materials, including but not limited to, concept drawings and studies, specifications, estimates, artwork, photographs, dies, data files, and electronic art files with required supporting graphics including images and fonts prepared by the contractor(s) for the project under the terms of this agreement, shall at any time during the performance of the services be made available to the University and the client (without any additional charges) upon

request and shall become and remain the property of the University and the client upon termination or completion of the services.

The University reserves the right to use the designs and materials without restriction or limitation and without compensation to the contractor(s) other than that provided for in the contract.

All original materials provided by the University client, including but not limited to, original copy, artwork, photographs, slides, transparencies, prints and computer media must be returned to the client in same order and condition as received by contractor(s). The University reserves the right to withhold payment until said materials are returned.

5. VIDEOGRAPHY SERVICES:

Contractor(s) will work with University clients to capture video that meets aesthetic and communication standards (messaging and communication goals) as determined by the Division of Communications and approved by the University of South Carolina. Contractors will need to be able to shoot supervised and unsupervised. All video is expected to be well lit and may include the use of off-camera, continuous light set ups. Audio must be captured using appropriate noise reducing microphones and captured without automatic gain control.

Subjects may include students, faculty, staff, dignitaries, donors, children and performers. Contractor should be cognizant of the role of diversity in the videos shot. Video situations may be staged or not and end use may include display, web, broadcast or other interactive media. Contractor is expected to work in a professional manner. Specific examples of videography assignments may include, but may not be limited to:

- a. Produce public service announcements for broadcast;
- b. Script, storyboard, shoot and edit staged marketing messages;
- c. Captioned faculty interviews for media release;
- d. Coverage of visits by local, national and international leaders;
- e. B-roll of campus interior and exterior situations for compositing with existing footage;
- f. Edited web and YouTube compatible promotions;
- g. Theatre and opera promotional spots;
- h. Indoor and outdoor social events commemorative videos;
- i. Lab and lecture classroom b-roll situations;
- j. Coverage of press conferences;
- k. Coverage of receptions;
- l. Instructional video production.

Process For On-call Videography Assignments:

University staff/departments seeking a contractor will e-mail a University Video Request form to contractors no less than 24 hours in advance of the event to determine availability. The form will supply contact information and write up about the event and expected deliverables.

Interested contractors will be given 4-6 business hours to respond to the client. Contractor may be asked to work early mornings, evenings or weekend events.

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All contractors will be provided with a university marketing style document outlining and providing examples of the visual style and messaging platforms of the institution. Contractor will be expected to work with Division of Communications staff to include designers, news staff, and university videographers as well as university administrators, faculty and staff.

Contractor(s) must have the capability to concept, script, storyboard, shoot, and post-produce for a high-level finished product. University staff will work with scripted material and the videographer on-site.

Contractor must use university press releases and follow the university's policy on required press releases for the specific situation.

Contractor will provide on-line or media based clips within a reasonable and agreed upon timeframe. Final files supplied to the University will consist of all shoot files in .mov or other prearranged format and may be requested in formats applicable to YouTube, broadcast, and web delivery. Projects may be requested in 4:3 or 16:9 aspect ratio. Use of green screen for chroma key effect may be requested.

Some project deliverables may include edited content and contractor will be expected to insert appropriate credit slides and transitions. Editing for a specific length may be required.

Upon completion of the project, the contractor(s) must forward final files to the client, and the designated representative in the Division of Communications, in the form of a DVD disk (or other storage format determined acceptable by the client).

General requirements:

Prospective provider(s) must, at a minimum, be proficient with Apple Final Cut, Adobe Premiere, or Avid products. Contractor must be capable of producing high-end visual graphics and Motion FX as well as edit sound and provide audio effects as necessary.

All video will be captured with high-resolution, professional quality video cameras shot at appropriate frame rates. Under cranking or over cranking effects may be requested.

Contractor(s) is expected to have a long and short reach capability as well as fast aperture lenses. 3ccd and 1/3 or larger sensors are required. Some situations may require a dolly or crane. All audio will be synched to the video if recorded off-camera. All microphones must be balanced microphones. Recordings may be requested in stereo and additional ambient sound recording may be pre-requested.

Contractor(s) must arrange and participate in on-campus client meetings during traditional business hours as appropriate prior to the assignment.

All content will become the property of the University client. In addition, the contractor(s) agrees that all content prepared by the contractor(s) for the project under the terms of this agreement, shall at any time during the performance of the services be made available to the University and the client (without any additional charges) upon request and shall become and remain the property of the University and the client upon termination or completion of the services. The

University reserves the right to use the images without restriction or limitation and without compensation to the contractor(s) other than that provided for in the contract. Contractor understands that video will not be credited in end use by the University.

Any set materials provided by the University client, including but not limited to, original art, lab hardware, clothing items, or any other objects requested for set decoration as props must be returned to the client in same order and condition as received by contractor(s). The University reserves the right to withhold payment until said materials are returned.

6. PHOTOGRAPHY SERVICES:

Contractor(s) will work with University clients to capture still images that meet aesthetic and communication standards (messaging and communication goals) as determined by the Division of Communications and approved by the University of South Carolina.

Contractors will need to be able to shoot supervised and unsupervised. All images are expected to be well lit including the use of off-camera, multi-strobe set ups. Subjects may include students, faculty, staff, dignitaries, donors, children and performers.

Contractor (s) should be cognizant of the role of diversity in the images shot. Photography situations may be staged or not and end use may include print, display, web, or other interactive media.

Contractor(s) is expected to work in a professional manner. Specific examples of photographic assignments include, but may not be limited to:

- a. Staged marketing images for fund-raising publications;
- b. Environmental portraits for interactive media and websites;
- c. Campus interior and exterior shoots for recruiting publications;
- d. Theatre and opera promotions for subscription mailings;
- e. Concerts and outdoor social events like Homecoming for commemorative pieces;
- f. Lab and lecture classroom shoots for recruiting;
- g. Faculty/staff mugs for media releases;
- h. Covering visits by local, national and international leaders for departmental websites;
- i. Coverage of receptions for campaign print and web;
- j. Coverage of press conferences.

Process for On-Call Photography Assignments - University staff/departments seeking a contractor will e-mail a University Photography Request form to contractors no less than 24 hours in advance of the event to determine availability. The form will supply contact information and write up about the event and expected deliverables.

Contractors shall respond to University clients within 4 to 6 hours of initial contact. Contractor may be asked to work early mornings, evenings or weekend events.

All contractors will be provided with a university marketing style document outlining and providing examples of images that follow the visual style and messaging platforms of the institution.

Contractor will be expected to work with Division of Communications staff to include designers, news staff, and university photographers as well as university administrators, faculty and staff.

Contractor must use university model releases and follow the university's policy on required model releases for the specific situation.

Contractor will provide on-line or media based proofs within a reasonable and agreed upon timeframe.

Final files supplied to the University will consist of color-corrected TIFF files and in some cases RAW format files may be requested as the shoot format. Reasonable retouching may be an expected outcome if discussed beforehand. Upon completion of the project, the contractor(s) must forward final files to the client, and a representative to be determined in the Division of Communications, in the form of a CD or DVD disk (or other storage format determined acceptable by the client).

General Requirements - Prospective provider(s) must, at a minimum, be proficient with Photoshop, Lightroom, or Aperture.

All images will be taken with high-resolution, professional quality cameras. Provider is expected to use long and short lenses as well as fast aperture lenses. The provider(s) must arrange and participate in on-campus client meetings during traditional business hours as appropriate prior to the assignment.

All images will become the property of the University client. In addition, the contractor(s) agrees that all images prepared by the contractor(s) for the project under the terms of this agreement, shall at any time during the performance of the services be made available to the University and the client (without any additional charges) upon request and shall become and remain the property of the University and the client upon termination or completion of the services. The University reserves the right to use the images without restriction or limitation and without compensation to the contractor(s) other than that provided for in the contract. Contractor(s) understand that images will not be credited in use by the University.

Any set materials provided by the University client, including but not limited to, original art, lab hardware, clothing items, or any other objects requested for set decoration as props must be returned to the client in same order and condition as received by contractor(s). The University reserves the right to withhold payment until said materials are returned.

7. MOBILE APPLICATION DESIGN AND DEVELOPMENT SERVICES:

The contractor(s) will work with University clients to design and develop mobile applications (apps) that meet aesthetic and communication standards (messaging, graphic identity, and accuracy and quality of materials) as determined by the Division of Communications and approved by the University of South Carolina.

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Each project will vary in complexity and scope. Notification of projects will also vary in terms of the amount of notice given to the contractor. Contractors must be able to comply with timely delivery of services.

A statement of work will be established for each project that will be performed under the contract. Examples of desired work will be provided once the scope of each project is clearly defined. Services include, but may not be limited to:

- a. Requirement to provide Smartphone, Android, and tablet computer solutions that support text, images (various formats, i.e. .jpeg, .gif, .png), audio (MPG format) & video (.m4b, .mp4, .avi, QuickTime, Windows Media Player) and mapping components.
- b. All versions of the mobile app (Smartphone, Android, etc.) must be supported through the same software platform.

Process and Production Requirements:

The contractor(s) shall participate in an initial face-to-face meeting with the University client to discuss scope of job, specifications, budget, and timetable. Project details should be summarized in writing and returned to client for review and approval. The summary should include:

- a. An estimate of project cost based on approved hourly rates and the anticipated number of hours for project completion; all project estimates should include account management expenses (phone and e-mail communications, meeting time, normal travel, administration of projects, etc.);
- b. An agreement on number of initial concepts and the number of permissible subsequent layout proofs to be provided;
- c. A plan for the contracting of required new photography or the use of existing photography (if applicable);
- d. A mutual understanding of the contractor(s) policy on client alterations and additional rates.

Contractor(s) must:

- a. Provide initial design concepts and subsequent layout proofs in electronic formats (pdf, html, etc.) as agreed to by client.
- b. Ensure that mobile technical requirements are completed for all files; all work must be completed using generally accepted mobile app best practices.
- c. Work with the University client to determine project specifications as required and to select specific site features as needed working within budgetary constraints. Upon completion of the project, the contractor(s) must forward final files to the client.

General Requirements - Contractor(s) must:

- a. Be proficient with mobile app development programs and software formats mutually agreed to by the contractor(s) and University client.
- b. Arrange and participate in on-campus client meetings during traditional business hours as appropriate throughout the production process.
- c. Have been in business a minimum of 18 months.

Errors on files and proofs, which are discovered at any time during production and which are due to provider(s)'s oversight, must be corrected within 48 hours at no cost to the University. Any

additional production costs incurred as a result of such errors will be the responsibility of the contractor(s).

All mobile app development project materials will become the property of the University client. In addition, the contractor(s) agrees that all project materials, including but not limited to, concept drawings and studies, specifications, estimates, artwork, photographs, data files, and electronic art files with required supporting graphics including images and fonts prepared by the contractor(s) for the project under the terms of this agreement, shall at any time during the performance of the services be made available to the University and the client (without any additional charges) upon request and shall become and remain the property of the University and the client upon termination or completion of the services.

The University reserves the right to use the designs and materials without restriction or limitation and without compensation to the contractor(s) other than that provided for in the contract.

All original materials provided by the University client, including but not limited to, original copy, artwork, photographs, slides, transparencies, prints and computer media must be returned to the client in same order and condition as received by provider(s). The University reserves the right to withhold payment until said materials are returned.

Demonstrated Experience Requirements: Contractor must show demonstrated experience following best practices in the field of mobile app development. Experience in a retainer or hourly, on-demand contract

Design and University Branding/CMS Requirements: Contractor must attend the university's brand identity training and agree to abide by the guidelines set forth. Contractor must attend training and demonstrate understanding and acceptance of University Technology security requirements and communication plan.

Technical and Infrastructure Requirements:

- a. Mobile app must comply with all required University security procedures.
- b. Mobile App must support text, audio, video, mapping, and photographic images.
- c. Mobile apps may need to interface with Omni (University's content management system) and Banner as well as various payment gateways and University databases.
- d. App must allow individual campus department to manage their own content, on site.
- e. Contractor must provide analytics on an agreed upon basis.

Functionality/Programming Requirements: Contractor(s) demonstrate the ability to:

- a. Articulate functional and technical specifications.
- b. Incorporate current e-commerce application into customer apps as required.
- c. Incorporate third party applications with mobile app as needed.

8. WEB DESIGN AND DEVELOPMENT SERVICES:

Contractor(s) will work with University clients to design and develop web sites that meet aesthetic and communication standards (messaging, graphic identity, and accuracy and quality of materials) as determined by the Division of Communications and approved by the University of South

Carolina. Specific examples of web design and development services include, but may not be limited to:

- a. Page design within university's brand identity
- b. Full site design within university's brand identity
- c. Dynamic site content creation
- d. Integration with existing e-commerce solution
- e. Mobile site creation
- f. Migration of current university site's content and functionality to new university CMS system (OU Campus) within the new branding guidelines
- g. Wiki/blog setup and configuration for intranet/extranet/academic uses
- h. Site backups and versioning history setups
- i. Site analytics set up and measurement
- j. Video file embedding and compression for optimal web playback
- k. Asset management plans to organize digital assets for a large organization

Process and Production Requirements:

Contractor(s) shall participate in an initial face-to-face meeting with the University client to discuss scope of job, specifications, budget, and timetable. Project details should be summarized in writing and returned to client for review and approval. The summary should include:

- a. An estimate of project cost based on approved hourly rates and the anticipated number of hours for project completion; all project estimates should include account management expenses (phone and e-mail communications, meeting time, normal travel, administration of projects, etc.);
- b. An agreement on number of initial concepts and the number of permissible subsequent layout proofs to be provided;
- c. A plan for the contracting of required new photography or the use of existing photography (if applicable);
- d. A mutual understanding of the contractor provider(s) policy on client alterations and additional rates.

Contractor(s) must:

- a. Provide initial design concepts and subsequent layout proofs in electronic formats (pdf, html, etc.) as agreed to by client.
- b. Ensure that hosting/browser requirements are completed for all files; all work must be completed using generally accepted web standards and practices.
- c. Work with the University client to determine project specifications as required and to select specific site features as needed working within budgetary constraints.

Upon completion of the project, the contract(s) must forward final files to the client.

General requirements:

Contractor(s) must be proficient with web development programs and software formats mutually agreed to by the provider(s) and University client.

Contractor s) shall arrange and participate in on-campus client meetings during traditional business hours as appropriate throughout the production process.

Errors on files and proofs, which are discovered at any time during production and which are due to contractor(s)'s oversight, must be corrected within 48 hours at no cost to the University. Any additional production costs incurred as a result of such errors will be the responsibility of the contractor(s).

All project materials will become the property of the University client. In addition, the contractor(s) agrees that all project materials, including but not limited to, concept drawings and studies, specifications, estimates, artwork, photographs, data files, and electronic art files with required supporting graphics including images and fonts prepared by the contractor(s) for the project under the terms of this agreement, shall at any time during the performance of the services be made available to the University and the client (without any additional charges) upon request and shall become and remain the property of the University and the client upon termination or completion of the services.

The University reserves the right to use the designs and materials without restriction or limitation and without compensation to the contractor(s) other than that provided for in the contract.

All original materials provided by the University client, including but not limited to, original copy, artwork, photographs, slides, transparencies, prints and computer media must be returned to the client in same order and condition as received by contractors(s). The University reserves the right to withhold payment until said materials are returned.

Qualifications - Demonstrated Experience Requirements of at least 5 years demonstrated experience in web design/programming (rated) including experience in the following:

- a. OU Campus
- b. Similar Content Management Systems (CMS)
- c. Feature rich web design
- d. A retainer or hourly, on-demand contract

Design and University Branding/CMS Requirements - Contractor must attend University's:

- a. Brand identity training, agree to abide by the guidelines set forth and demonstrate understanding and acceptance of University Technology security requirements and communication plan.
- b. Training in Enterprise CMS system, OU Campus, and agree to abide by the guidelines set forth.

Technical and Infrastructure Requirements:

- a. Browser/platform considerations – Web site for faculty/staff/students or the general public should work similarly across all modern browsers (IE, Firefox, Safari, Chrome) and Operating Systems (Windows, Mac, Google).
- b. Development platform requirements – Experience with Linux (CentOS, Redhat), Windows and MacOS
- c. Programming language requirements – ASP, PHP, JSP and JAVA
- d. Mark-up language requirements – HTML and CSS, XML and XSL
- e. Database technologies – MySQL, SQL Server, Oracle, PostgreSQL
- f. Experience with Adobe Flash and Web 2.0.

Functionality/Programming Requirements:

- a. Ability to articulate functional and technical specifications.
- b. Ability to create dynamic web pages based on user requirements using the universities standard coding languages.
- c. Ability to incorporate current e-commerce application into customer web sites within given requirements.
- d. Ability to incorporate third party applications with web template/content.

Search Engine Optimization: Ability to optimize search results with major search engines (Google, Yahoo, Bing).

IV. Information for Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit 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 section IX. Attachments to Solicitations.

To be considered for award, all bids must include, as a minimum, the following information. Offerors should restate each of the items listed below and provide their response immediately thereafter. **All information should be presented in the listed order:**

Background, Experience, and References: The University will use the following information to evaluate offerors bid responses:

1. **MARKETING STRATEGY SERVICES** - Offeror shall provide any information which documents successful and reliable experience in past performances similar to those of the requirements listed in Section III, Scope of Work /Specifications of this solicitation. Including the following:
 - a. History of offeror and scope of work performed. Include a brief description of your firm; state(s) of licensure; size; services; years of experience; and areas of particular specialization or expertise; customer service philosophy. In addition, include a list of all accounts lost/resigned or gained during the past two years.
 - b. Subcontracting: If subcontractors are to be used for any aspect of the contract awarded from this solicitation, the names and references for those subcontractors must be specified in the offeror's proposal. The University reserves the right to approve all subcontractors.
 - c. Provide a brief response to the following in the order listed:
 - o Relevant experience with institutions of higher education and governmental agencies.
 - o Relevant experience in collaborative efforts. Include any work performed that similarly asked your firm to execute a unit-level plan that is based on a larger institutional strategy.
 - o Reputation and financial strength of firm.
 - o Ability to provide on-site consulting as needed. If offerer requires additional compensation for on-site work, these costs must be noted in proposal.

- d. Provide a list of key team members who will work on the account who will have direct and significant responsibilities for providing the services specified in this RFP. List any relationships that the team has had with the University of South Carolina.
- e. For each person specified, establish his or her experience relevant to his or her ability to manage this project.
- f. Provide the name, title and experience of the person who will be the service representative for the University account. Include information titles, position descriptions, and experience of the offeror's other personnel who will be performing significant activities on behalf of the University.
- g. Provide a Web site link to branding materials produced for colleges, universities, nonprofits, educational institutions, or like organizations with a description of the scope of work performed for each. Note that this contract is focused on the development of strategy and not on creative production, but show evidence of how your strategy execution manifested in the creative execution of the brand.

Proposed Solution, Methodology/Management Plan - Provide a description of offeror's understanding of the University and its unique position in the marketplace and how the firm would envision executing the University and the System's value and brand within individual units.

- a. Include a complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. Clearly indicate any options or alternatives proposed.
- b. Timeframe: Provide a description of how offeror has been able to meet deadlines and work under tight timelines in the past and/or how you plan to do this for the University.

References - Provide at least three professional references offeror has provided successful delivery of the same or similar solutions as described in the Scope of Work. Include the name of each reference, mailing address, contact person(s), contact person's title, telephone number and email address. University will not accept references that cannot be directly contacted by e-mail.

2. **MEDIA BUYING SERVICES – Include the following information with your bid:**

- a. Statement that expresses interest and ability to successfully perform the requested scope of services as described herein.
- b. Copy of professional resume that includes number of years of experience working for an advertising agency or as a consultant in the media planning/buying field.
- c. Current client list and a minimum of three (3) professional references with current contact names, phone numbers, mailing and email addresses.
- d. Detailed information about offeror's experience in marketing, branding and/or advertising in a higher education environment.
- e. Offeror's experience in the electronic and social media outlets.
- f. Offeror's experience working in ethnic and multicultural media outlet.
- g. Offeror's qualifications and experience that demonstrates buyer's ability to successfully complete the requirements identified in Scope of Work.
- h. Information that demonstrates offeror's ability to work with an integrated marketing communications plan and leverage media buys to reach superior results.

- i. Information that demonstrated offeror's ability to negotiate superior pricing.
- j. Offeror's ability to think strategically.

3. **FREELANCE WRITING SERVICES - Include the following information with your bid:**

- a. Copy of professional resume with inclusion of start and end dates of professional employment for the past seven years or longer.
- b. Three samples of professional text that accurately reflects contractor's writing talent (i.e., work that has not been heavily edited or substantially rewritten by another). Samples should include tearsheets or photocopies of actual publications in which bidder's work appeared and must reflect at least one or more types of writing outlined above.
- c. Current client list and three references from commercial clients, including samples of work provided by bidder for said clients. References should include company name, street address, city, State, ZIP; and contact name, phone number, and e-mail address. From current client list, bidder must identify any that might pose a conflict of interest to the University.

4. **GRAPHIC DESIGN SERVICES - Include the following information with your bid:**

- a. Company history including the type of business, number of years in business, company background, number of employees, changes to company name, ownership, mergers, acquisitions, and mode of conducting business.
- b. Current client list and a minimum of three (3) professional references with current contact names, phone numbers, mailing and email addresses.
- c. One (1) set of samples, portfolio, or printed materials representative of the contractor's best graphic design work. Portfolio should show quality and consistency over a broad spectrum of communications media and subject matter and indicate excellent standards and creative range from simple artwork development to full marketing campaigns. Samples showing prior work for higher education or non-profit organizations preferred. Samples may be provided in hard copy, via electronic copy files, or through an online portfolio.

5. **VIDEOGRAPHY SERVICES - Include the following information with your bid:**

- a. Company history including the type of business, number of years in business, company background, number of employees, changes to company name, ownership, mergers, acquisitions, and mode of conducting business.
- b. Current client list and a minimum of three (3) professional references with current contact names, phone numbers, and addresses.
- c. One (1) set of samples, portfolio, or on-line gallery representative of the contractor's best video work. Portfolio should show quality and consistency over a broad spectrum of styles and subject matter and indicate excellent standards and creative range from interviews to staged, multi-camera lighted, set-ups. Edited project samples will be expected. Samples showing prior work for higher education or non-profit organizations preferred.
- d. Supply list of owned equipment capable of producing a high-end product. Highest level of production shooting is expected.

6. **PHOTOGRAPHY SERVICES - Offeror must provide:**

- a. Supply list of owned equipment and meet qualification requirements for membership in either Nikon Professional Services or Canon Professional Services.
- b. Company history including the type of business, number of years in business, company background, number of employees, changes to company name, ownership, mergers, acquisitions, and mode of conducting business.
- c. Current client list and a minimum of three (3) professional references with current contact names, phone numbers, and addresses.
- d. One (1) set of samples, portfolio, or on-line gallery representative of the contractor's best still photography work. Portfolio should show quality and consistency over a broad spectrum of styles and subject matter and indicate excellent standards and creative range from simple still life to staged, multi-strobe lit, set-up. Samples showing prior work for higher education or non-profit organizations preferred.

7. **MOBILE APPLICATION DESIGN & DEVELOPMENT SERVICES: Include the following information with your bid:**

- a. Type of business entity
- a. Number of years in business, including years in mobile app development.
- b. Copy of last annual report.
- c. Client list AND examples of previous work completed for client.
- d. Company background, specifically in mobile app development.
- e. Number of employees and the number of employees who would be involved in this contract.
- f. Must show evidence of working with a multi-departmental organization, (preferably in a higher education environment).
- g. A current client list and a minimum of three (3) professional references with current contact names, phone numbers, and addresses.

8. **WEB DESIGN AND DEVELOPMENT SERVICES: Include the following information with your bid:**

- a. A company history including the type of business, number of years in business, company background, number of employees, changes to company name, ownership, mergers, acquisitions, and mode of conducting business.
- b. A current client list and a minimum of three (3) professional references with current contact names, phone numbers, and addresses.
- c. Examples of completion of contracts of similar scope.
- d. One (1) set of samples, portfolio, or online materials representative of the contractor's best web design and development work. Portfolio should show quality and consistency over a broad spectrum of communications media and subject matter and indicate excellent standards and creative range from simple web page to full site development. Samples showing prior work for higher education or non-profit organizations preferred. Samples may be provided via electronic copy files (CD, DVD, etc.) or through an online portfolio.

CONTRACT RATE: All Offerors must provide a contract rate. Refer to the Bidding Schedule on Pages 48 and 49 of this solicitation document to provide a Contract Rate for the type of service(s) your

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company will perform for the University. Your rate must include all costs expected to be incurred by the University, i.e include all costs for staff labor, travel, profit, etc.

SEE BIDDING SCHEDULE

See Bidding Schedule in Section VIII. Bidding Schedule / Price-Business Proposal of the solicitation. [03-3005-1]

UNIT PRICES REQUIRED

Unit price (hourly rate) to be shown for each item on the Bidding Schedule in Section VIII. Bidding Schedule / Price-Business Proposal of the solicitation.

The university reserves the right to negotiation lower rates as required.

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? Yes NO

Is the bidder a Minority Business certified by another governmental entity? Yes NO

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes NO

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

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

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

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

V. Qualifications

QUALIFICATION OF OFFEROR (JAN 2006) To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

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SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of 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 evaluate your proposed subcontractors.

VI. Award Criteria

AWARD CRITERIA – FIXED PRICE BIDDING (JAN 2006): Award will be made to all responsive and responsible offerors.

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING (JAN 2006): Offerors not responding to the initial solicitation may be added to the awarded vendors' list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original fixed price bid as authorized by the solicitation.

Award will be made by lot to all responsive and responsible bidders to the University's request for competitive fixed price bidding. The maximum pay rate per hour is indicated on Pages 45, under Section VIII, Bidding Schedule/Price-Business Proposal of this solicitation document.

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

- a. Qualifications, Experience, and References**
- b. Contract Rate**

VII. Terms and Conditions - A. General

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

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.

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 (JAN 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

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 Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the

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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.

NON-INDEMNIFICATION (JAN 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

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

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

PAYMENT & INTEREST (MAY 2011): (a) Unless otherwise provided in this Solicitation, 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. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, 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. (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. § 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.

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

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.

SETOFF (JAN 2006): The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

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 Procurement 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 - SPECIAL CONTRACT CLAUSES

- 7.1 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.
- 7.2 Insurance Requirements - Certificate of insurance evidencing the required Employment Practices Liability Insurance coverage must be provided with the bid response. Failure to provide this evidence will be considered as though no EPLI coverage is in force and will result in rejection of the bid. Also, all other liability insurances as specified herein must be maintained during the entire term of the contract.
- 7.3 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 four (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.
- 7.4 Request for Price Increase - Any request for a price increase will be evaluated prior to exercising the option to extend. The maximum price increase will not exceed the unadjusted percent change from the previous year shown in Table 6 by the commodity code shown below of the most current US Department of Labor, Bureau of Labor Statistics Producer Price Indexes. All contractors will be notified of any such approved increase.

HIPAA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT - The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning “protection of human health and the environment”. In addition, the University of South Carolina is a “Drug Free Work Place” and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University’s Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University’s Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor’s organization to be at the site

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whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

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.

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days

notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

Insurance Requirement: The successful bidder must provide a copy of its Liability Insurance certificate within ten (10) days upon the posting of the intent to award statement or statement of award and on each anniversary date thereafter attesting to such insurance coverage. Liability insurance must be maintained by the contractor during the entire term of the contract

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 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.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

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.

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract.

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

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

INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006): Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006) (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP

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right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

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.

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation either 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.

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at 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 Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICING DATA – AUDIT – INSPECTION (JAN 2006) [Clause Included Pursuant to § 11-35-1830, -2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

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.

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)

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)]

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. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2006): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to

the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) 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 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.

YEAR 2000 WARRANTY (JAN 2006): Contractor represents and warrants that the equipment is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the equipment will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century.

DATA RIGHTS AND CONFIDENTIALITY

Ownership of Data. The University of South Carolina is and shall remain the owner of all right, title and interest in and to any data that it owned prior to the Effective Date of any contract derived from this solicitation and in and to any data to which it may hereafter acquire ownership.

Confidential Information

General. Contractor will not knowingly disclose to any third party, or make any use of the University's Confidential Information. The contractor will use at least the same standard of care to maintain the confidentiality of the University's Confidential information that it uses to maintain the confidentiality of its own Confidential Information of equal importance.

CONTRACTOR Personnel. CONTRACTOR shall ensure that all personnel providing Services shall be bound by confidentiality agreements that require such personnel to protect and not disclose Confidential Information of the University of South Carolina.

Survival. The terms of this clause, Data Rights and Confidentiality, shall survive the expiration or termination of any contract derived from this solicitation.

DELIVERY: F.O.B. DESTINATION, FREIGHT PRE-PAID. Destination shall mean the shipping dock of the ordering entity's designated receiving site, or other location, as specified on the ordering entity's purchase order. All items shall be delivered within the timeline stated. All shipping and delivery cost are included in the purchase cost, no additional cost will be allowed.

Bidding Condition of Price

Bid price must be fixed for the initial contract period, except that 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.

SUBCONTRACTING

If any part of the work covered by this Fixed Price Bid 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.

VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL

The University has listed below a maximum rate for each item in the bid/price schedule. Bidder is to insert a rate for each item that the bidder can provide and return the bid/price schedule with its bid/proposal. Item(s) that cannot be provided are to be left blank.

Prices under this contract are "not to exceed" prices and are fixed for the life of this contract. The University is not authorized to pay more than the maximum rates listed below. Bidders may offer and the University may accept prices below those listed on the contract at any time.

LOT 1

DESCRIPTION OF SERVICES	MAXIMUM RATE	OFFEROR'S RATE
Marketing Strategy Services	\$150.00	

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

LOT 2

DESCRIPTION OF SERVICES	MAXIMUM RATE	OFFEROR'S RATE
Media Buying Services	\$75.00	

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

LOT 3

DESCRIPTION OF SERVICES	MAXIMUM RATE	OFFEROR'S RATE
Freelance Writing Services	\$75.00	

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

LOT 4

DESCRIPTION OF SERVICES	MAXIMUM RATE	OFFEROR'S RATE
Graphic Design Services	\$75.00	

USC-FPB-1999-MLS

Resident Contractor Preference _____

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

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

LOT 5

DESCRIPTION OF SERVICES	MAXIMUM RATE	OFFEROR'S RATE
Videography Services	\$100.00	

Resident Contractor Preference _____

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

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

LOT 6

DESCRIPTION OF SERVICES	MAXIMUM RATE	OFFEROR'S RATE
Photography Services	\$100.00	

Resident Contractor Preference _____

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

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

LOT 7

DESCRIPTION OF SERVICES	MAXIMUM RATE	OFFEROR'S RATE
Web Design and Development Services	\$75.00	

Resident Contractor Preference _____

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

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

LOT 8

DESCRIPTION OF SERVICES	MAXIMUM RATE	OFFEROR'S RATE
Mobile Application Design and Development Services	\$150.00	

Resident Contractor Preference _____

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

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

Note: The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E)(3)]

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences.

USC-FPB-1999-MLS

Bidder is to submit the following for preferences requested above:

- 1) Identify the subcontractor to perform the work:**
- 2) Identify the work the subcontractor is to perform:**
- 3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement.**

IX. ATTACHMENTS TO SOLICITATION

- 1. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
- 2. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (DEPT. OF REVENUE FORM I-312)**
- 3. OFFEROR'S CHECKLIST**

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. 5/7/04) 3323
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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 12-54-44 (B) (6) (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.

(Seal)

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

 Date

If Corporate officer state title:

 (Name - Please Print)

Mail to: The company or individual you are contracting with.

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal 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/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL 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 INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE BID/PROPOSAL 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/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors 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.