

Contractor responsibilities

Site: Weems-Baskin Track and Field Complex

Scheduling: All maintenance shall be performed to not interfere with scheduled events.

Turf Areas:

- All turfgrass areas shall be maintained at a height between 1”and 2”. Mowing should be performed weekly during the growing season (April-November) and as needed to maintain a manicured appearance during the winter months. Any clumpy clippings shall be removed or dispersed after each mowing.
- Turfgrass areas shall be kept weed free using pre-emergent herbicides, post emergent herbicides and hand pulling. All chemicals must be approved by owner’s representative.
- Fertility shall be performed based on soil tests. All Bermudagrass turf areas shall receive a minimum 5 lbs. of N/1000ft² per growing season of which 50% shall be from a slow release source. All fertilizer must be approved by owner’s representative.
- All turfgrass areas shall be kept free of fire ants using fipronil insecticide annually at labeled rates.

Trees, Shrubs, and Plant Bed Care:

- All plant beds shall be kept weed free using pre-emergent herbicides, post emergent herbicides and hand pulling. All chemicals must be approved by owner’s representative.
- All plant beds shall be edged as needed to maintain a sharp, neat edge.
- All ornamental plants, shrubs and trees shall receive a complete fertility, disease and insect control program to be reviewed by the owner representative.
- All ornamental plants, shrubs and trees below 15’ tall shall be pruned as needed in accordance with accepted horticultural practices to maintain a manicured appearance.
- Fire ants shall be spot treated on occurrence with owner approved insecticide.

Irrigation:

- Contractor shall perform all irrigation scheduling, monitor the irrigation system and notify the owner/manager of any malfunctions. Winterization and spring start-up will be performed at no additional charge. *Any needed repairs will be made at an additional cost.
- All irrigation shall be scheduled as to not interfere with scheduled events.

Contractor shall have extensive knowledge of and experience with 2-wire/decoder type irrigation systems. Offeror shall provide a list of its 3 previous jobs where a 2-wire system is being used in its proposal. Contractor will be required to attend training for both the Rainbird IQ software and pump station software.

Litter and Debris:

- Litter shall be cleaned up from all landscape areas during the scheduled maintenance call, weather permitting, including pavement, walks and parking areas. All debris resulting from landscape operations will be cleaned up as work progresses. Leaves will be removed as needed during the winter months.

Hardscapes:

- Contractor shall string line trim around all curbs, wheel stops, buildings and fence lines to keep them free from grass and weeds as needed.
- Contractor shall edge all curbs to maintain a clean, crisp edge as needed.
- Contractor shall keep all roads, sidewalks, and walkways free of weeds and debris.
- Contractor shall be responsible for removing any stains or marks on hardscapes created by mower tires, chemicals or fertilizer.

Storm Clean-Up

- All storm clean up shall be completed during the regular scheduled visit, *any additional man-hours or special visits required to complete job will result in an additional charge.

Mulching

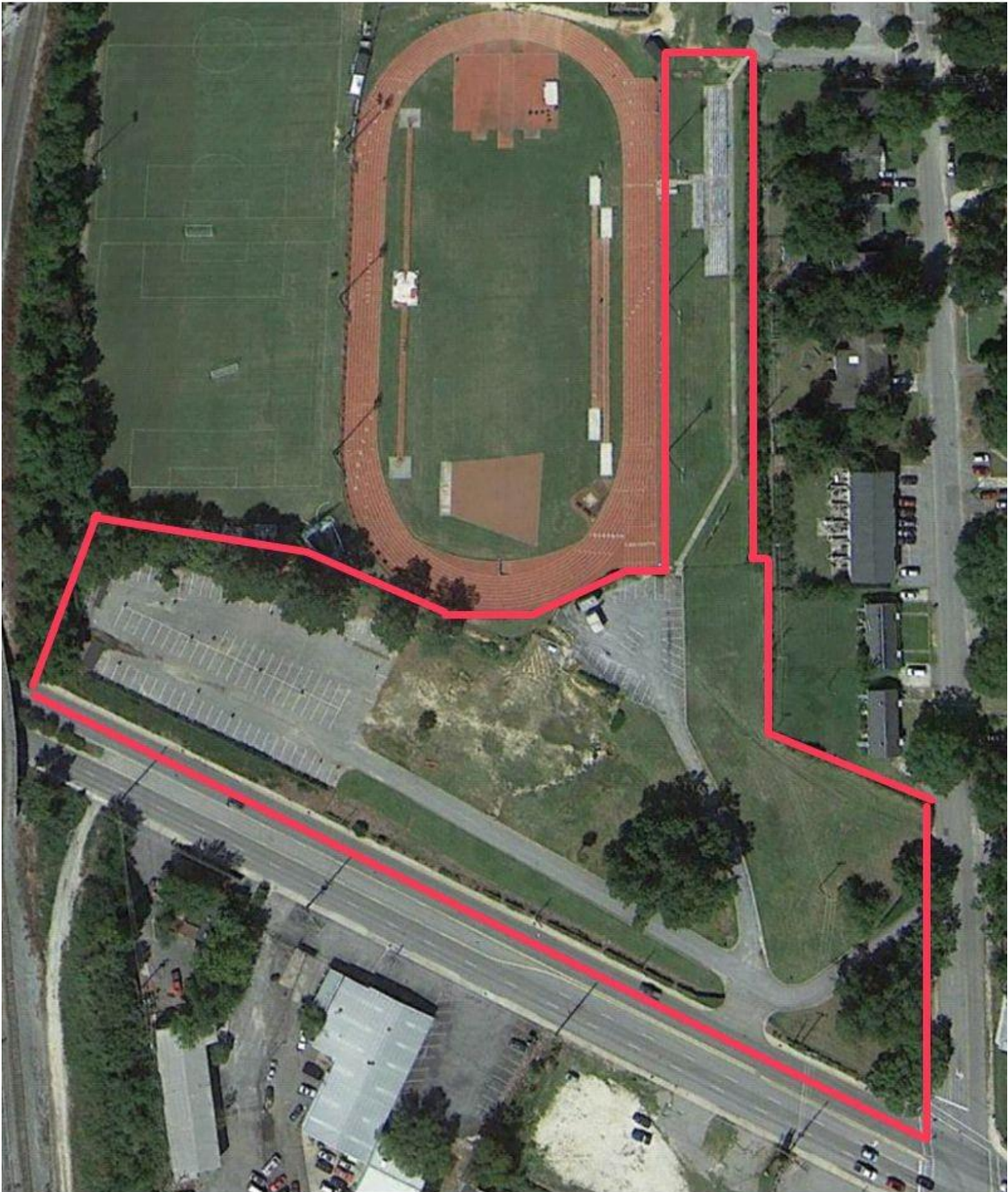
- *Re-mulching landscape bed areas will be done at the request of the property owner at an additional charge.

General

- The Maintenance Division Manager will make a Quality Control Inspection weekly.
- Contractor is responsible for any deterioration of plant or lawn areas resulting from negligence or improper maintenance. Any plant material killed as a result of the work performed will be replaced with a plant of the same type in an available size.

Weems-Baskins Track Landscape Frequency Schedule

	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	NOTES
Turf Areas	Mowing	*	*	*	4	4	4	4	4	4	4	4	*	*as needed
	Edging	4	4	4	4	4	4	4	4	4	4	4	4	
	Trimming	4	4	4	4	4	4	4	4	4	4	4	4	
	Blowing	4	4	4	4	4	4	4	4	4	4	4	4	
	Weed Control		1		1					1				Pre-Emergent
	Fire Ant Control													As Needed
	Fertilization				1	1	1	1	1					
Shrub Areas	Pruning	1	1	1	1	1	1	1	1	1	1	1	1	As Needed
	Fire Ant Control													As Needed
	Weed Control	4	4	4	4	4	4	4	4	4	4	4	4	At Each Service
	Fertilization													As needed
MISC.	Litter	4	4	4	4	4	4	4	4	4	4	4	4	
	Irrigation			on								off		



Contractor responsibilities

Site: Carolina Softball Stadium and Carolina Tennis Center

Scheduling: Maintenance shall be scheduled as to not interfere with events.

Turf Areas:

- All turfgrass areas shall be maintained at a height between 1”and 2”. Mowing should be performed weekly during the growing season (April-November) and as needed to maintain a manicured appearance during the winter months. Any clumpy clippings shall be removed or dispersed after each mowing.
- Turfgrass areas shall be kept weed free using pre-emergent herbicides, post emergent herbicides and hand pulling. All chemicals must be approved by owner’s representative.
- Fertility shall be performed based on soil tests. All irrigated Bermudagrass turf areas shall receive a minimum 5 lbs. of N/1000ft² per growing season of which 50% shall be from a slow release source. All fertilizer must be approved by owner’s representative.
- All turfgrass areas shall be kept free of fire ants using fipronil insecticide annually at labeled rates.

Trees, Shrubs, and Plant Bed Care:

- All plant beds shall be kept weed free using pre-emergent herbicides, post emergent herbicides and hand pulling. All chemicals must be approved by owner’s representative.
- All plant beds shall be edged as needed to maintain a sharp, neat edge.
- All ornamental plants, shrubs and trees shall receive a complete fertility, disease and insect control program to be reviewed by the owner representative.
- All ornamental plants, shrubs and trees below 15’ tall shall be pruned as needed in accordance with accepted horticultural practices to maintain a manicured appearance.
- Fire ants shall be spot treated on occurrence with owner approved insecticide.

Irrigation:

- Contractor shall perform all irrigation scheduling, monitor the irrigation system and notify the owner/manager of any malfunctions. Winterization and spring start-up will be performed at no additional charge. *Any needed repairs will be made at an additional cost.
- All irrigation shall be scheduled as to not interfere with scheduled events.

Contractor shall have extensive knowledge of and experience with 2-wire/decoder type irrigation systems. Offeror shall provide a list of its 3 previous jobs where a 2-wire system is being used in its proposal. Contractor will be required to attend training for both the Rainbird IQ software and pump station software.

Litter and Debris:

- Litter shall be cleaned up from all landscape areas during the scheduled maintenance call, weather permitting, including pavement, walks and parking areas. All debris resulting from landscape operations will be cleaned up as work progresses. Leaves will be removed as needed during the winter months.

Hardscapes:

- Contractor shall string line trim around all curbs, wheel stops, buildings and fence lines to keep them free from grass and weeds as needed.
- Contractor shall edge all curbs to maintain a clean, crisp edge as needed.
- Contractor shall keep all roads, sidewalks, and walkways free of weeds and debris.
- Contractor shall be responsible for removing any stains or marks on hardscapes created by mower tires, chemicals or fertilizer.

Storm Clean-Up

- All storm clean up shall be completed during the regular scheduled visit, *any additional man-hours or special visits required to complete job will result in an additional charge.

Mulching

- *Re-mulching landscape bed areas will be done at the request of the property owner at an additional charge.

Retention Pond

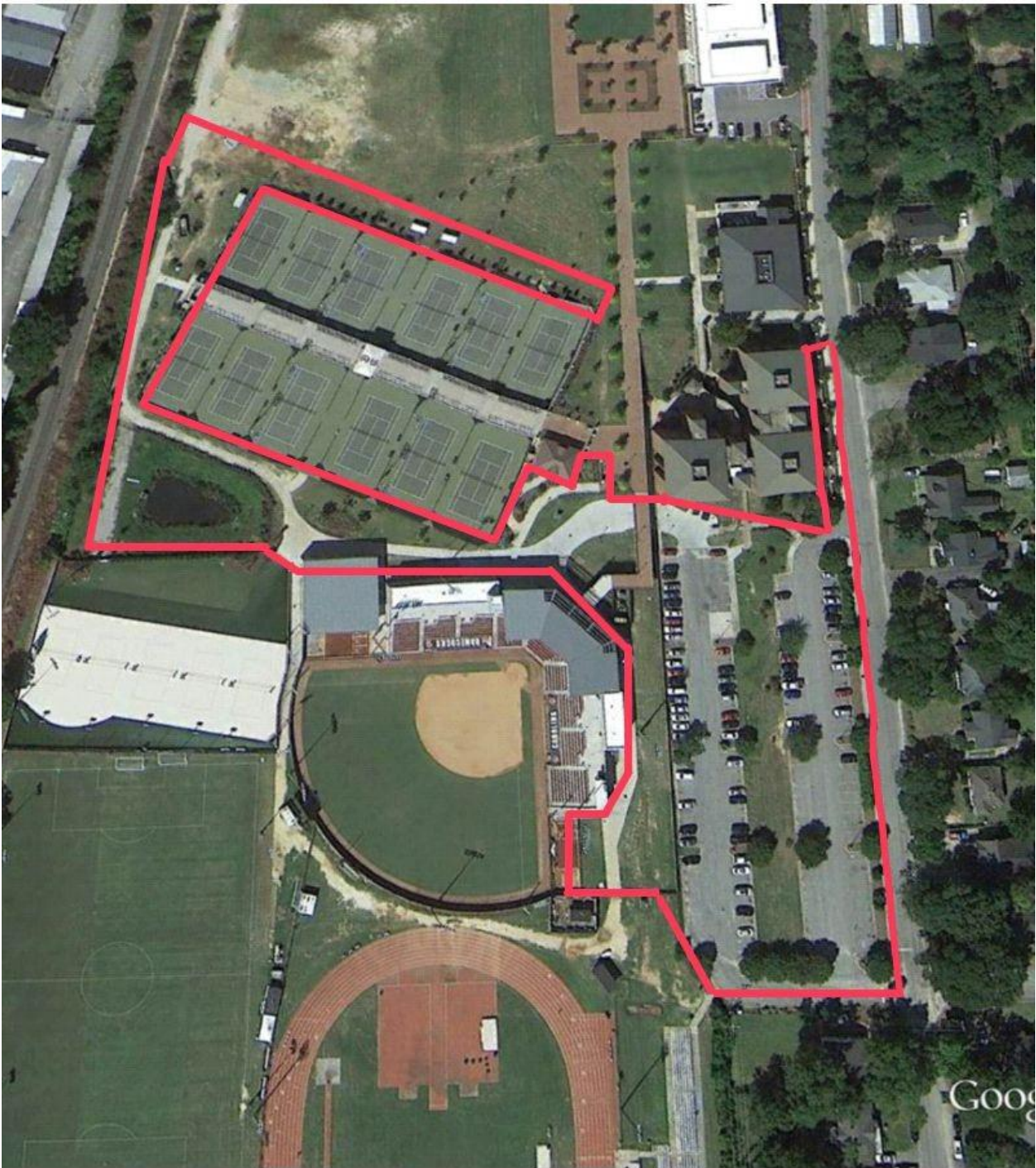
- retention pond banks shall be mowed or trimmed once per month.

General

- The Maintenance Division Manager will make a Quality Control Inspection weekly.
- Contractor is responsible for any deterioration of plant or lawn areas resulting from negligence or improper maintenance. Any plant material killed as a result of the work performed will be replaced with a plant of the same type in an available size.

Carolina Softball Stadium and Tennis Center Landscape Frequency Schedule

	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	NOTES
Turf Areas	Mowing	*	*	*	4	4	4	4	4	4	4	4	*	*as needed
	Edging	4	4	4	4	4	4	4	4	4	4	4	4	
	Trimming	4	4	4	4	4	4	4	4	4	4	4	4	
	Blowing	4	4	4	4	4	4	4	4	4	4	4	4	
	Weed Control		1		1					1				Pre-Emergent
	Fire Ant Control													As Needed
	Fertilization				1	1	1	1	1					
Shrub Areas	Pruning	1	1	1	1	1	1	1	1	1	1	1	1	As Needed
	Fire Ant Control													As Needed
	Weed Control	4	4	4	4	4	4	4	4	4	4	4	4	At Each Service
	Fertilization													As needed
MISC.	Litter	4	4	4	4	4	4	4	4	4	4	4	4	
	Irrigation			on								off		
	Retention pond	1	1	1	1	1	1	1	1	1	1	1	1	



Contractor responsibilities

Site: Gamecock Park

Scheduling:

- All maintenance shall be performed to not interfere with scheduled events. During football season weekly maintenance shall be completed by Thursday 5pm.

Turf Areas:

- All turfgrass areas shall be maintained at a height between 1” and 2”. Mowing should be performed weekly during the growing season (April-November) and as needed to maintain a manicured appearance during the winter months. Any clumpy clippings shall be removed or dispersed after each mowing.
- Turfgrass areas shall be kept weed free using pre-emergent herbicides, post emergent herbicides and hand pulling. All chemicals must be approved by owner’s representative.
- Fertility shall be performed based on soil tests. All Bermudagrass turf areas shall receive a minimum 5 lbs. of N/1000ft² per growing season of which 50% shall be from a slow release source. All Zoysiagrass areas shall receive a minimum of 2 lbs. of N/1000ft² per growing season of which 50% shall be from a slow release source. All fertilizer must be approved by owner’s representative.
- All turfgrass areas in Premium North and South shall be core aerified in June. Cores shall be dragged in or removed.
- All turfgrass areas shall be kept free of fire ants using fipronil insecticide annually at labeled rates.

Trees, Shrubs, and Plant Bed Care:

- All plant beds shall be kept weed free using pre-emergent herbicides, post emergent herbicides and hand pulling. All chemicals must be approved by owner’s representative.
- All plant beds shall be edged as needed to maintain a sharp, neat edge.
- All ornamental plants, shrubs and trees shall receive a complete fertility, disease and insect control program to be reviewed by the owner representative.
- All ornamental plants, shrubs and trees below 15’ tall shall be pruned as needed in accordance with accepted horticultural practices to maintain a manicured appearance.
- Fire ants shall be spot treated on occurrence with owner approved insecticide.

Irrigation:

- Contractor shall perform all irrigation scheduling, monitor the irrigation system and notify the owner/manager of any malfunctions. Winterization and spring start-up will be performed at no additional charge. *Any needed repairs will be made at an additional cost.
- All irrigation shall be scheduled as to not interfere with scheduled events.

Contractor shall have extensive knowledge of and experience with 2-wire/decoder type irrigation systems. Offeror shall provide a list of its 3 previous jobs where a 2-wire system is being used in its proposal. Contractor will be required to attend training for both the Rainbird IQ software and pump station software.

Litter and Debris:

- Litter shall be cleaned up from all landscape areas during the scheduled maintenance call, weather permitting, including pavement, walks and parking areas. All debris resulting from landscape operations will be cleaned up as work progresses. Leaves will be removed as needed during the winter months.

Hardscapes:

- Contractor shall string line trim around all curbs, wheel stops, buildings and fence lines to keep them free from grass and weeds as needed.
- Contractor shall edge all curbs to maintain a clean, crisp edge as needed.
- Contractor shall keep all roads, sidewalks, and walkways free of weeds and debris.
- Contractor shall be responsible for removing any stains or marks on hardscapes created by mower tires, chemicals or fertilizer.

Storm Clean-Up

- All storm cleanup shall be completed during the regular scheduled visit, *any additional man-hours or special visits required to complete job will result in an additional charge.

Seasonal Color

- *Annual flowers will be installed in designated beds twice per year, in the spring and fall at the request of the owner at an additional charge.

Mulching

- *Re-mulching landscape bed areas will be done at the request of the property owner at an additional charge.

General

- The Maintenance Division Manager will make a Quality Control Inspection weekly.
- Contractor is responsible for any deterioration of plant or lawn areas resulting from negligence or improper maintenance. Any plant material killed as a result of the work performed will be replaced with a plant of the same type in an available size.

Gamecock Park Landscape Frequency Schedule

	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	NOTES
Turf Areas	Mowing	*	*	*	4	4	4	4	4	4	4	4	*	*as needed
	Edging	4	4	4	4	4	4	4	4	4	4	4	4	
	Trimming	4	4	4	4	4	4	4	4	4	4	4	4	
	Blowing	4	4	4	4	4	4	4	4	4	4	4	4	
	Weed Control		1		1						1			Pre-Emergent
	Fire Ant Control													As Needed
	Fertilization				1	1	1	1	1	1				
Shrub Areas	Pruning	1	1	1	1	1	1	1	1	1	1	1	1	As Needed
	Fire Ant Control													As Needed
	Weed Control	4	4	4	4	4	4	4	4	4	4	4	4	At Each Service
	Fertilization													As needed
MISC.	Litter	4	4	4	4	4	4	4	4	4	4	4	4	
	Irrigation			On								Off		



Contractor responsibilities

Site: Springs-Brooks Plaza at Williams-Brice Stadium

Scheduling: All maintenance shall be performed to not interfere with scheduled events. During football season weekly maintenance shall be completed by Thursday 5pm.

Turf Areas:

- All turfgrass areas shall be maintained at a height between 1” and 2”. Mowing should be performed weekly to maintain a manicured appearance. Any clumpy clippings shall be removed or dispersed after each mowing.
- Turfgrass areas shall be kept weed free using pre-emergent herbicides, post emergent herbicides and hand pulling. All chemicals must be approved by owner’s representative.
- Fertility shall be performed based on soil tests. All Bermudagrass turf areas shall receive a minimum 5 lbs. of N/1000ft² per growing season of which 50% shall be from a slow release source. All Zoysiagrass areas shall receive a minimum of 2 lbs. of N/1000ft² per growing season of which 50% shall be from a slow release source. All fertilizer must be approved by owner’s representative.
- All turfgrass areas shall be core aerified in June. Cores shall be dragged in or removed.
- All turfgrass areas shall be kept free of fire ants using fipronil insecticide annually at labeled rates.
- All turfgrass areas shall be overseeded with a turf type Annual Ryegrass in October. A starter fertilizer shall be used 1 week after seeding. All overseeded turf shall be fertilized in January with 1 lb. of N/1000ft² of which 50% is from a slow release source.

Trees, Shrubs, and Plant Bed Care:

- All plant beds shall be kept weed free using pre-emergent herbicides, post emergent herbicides and hand pulling. All chemicals must be approved by owner’s representative.
- All plant beds shall be edged as needed to maintain a sharp, neat edge.
- All ornamental plants, shrubs and trees shall receive a complete fertility, disease and insect control program to be reviewed by the owner representative.
- All ornamental plants, shrubs and trees below 15’ tall shall be pruned as needed in accordance with accepted horticultural practices to maintain a manicured appearance.
- Fire ants shall be spot treated on occurrence with owner approved insecticide.

Irrigation:

- Contractor shall perform all irrigation scheduling, monitor the irrigation system and notify the owner/manager of any malfunctions. Winterization and spring start-up will be performed at no additional charge. *Any needed repairs will be made at an additional cost.
- All irrigation shall be scheduled as to not interfere with scheduled events.

Contractor shall have extensive knowledge of and experience with 2-wire/decoder type irrigation systems. Offeror shall provide a list of its 3 previous jobs where a 2-wire system is being used in its proposal. Contractor will be required to attend training for both the Rainbird IQ software and pump station software.

Litter and Debris:

- Litter shall be cleaned up from all landscape areas during the scheduled maintenance call, weather permitting, including pavement, walks and parking areas. All debris resulting from landscape operations will be cleaned up as work progresses. Leaves will be removed as needed during the winter months.

Hardscapes:

- Contractor shall string line trim around all curbs, wheel stops, buildings and fence lines to keep them free from grass and weeds as needed.
- Contractor shall edge all curbs to maintain a clean, crisp edge as needed.
- Contractor shall keep all roads, sidewalks, and walkways free of weeds and debris.
- Contractor shall be responsible for removing any stains or marks on hardscapes created by mower tires, chemicals or fertilizer.

Storm Clean-Up

- All storm clean up shall be completed during the regular scheduled visit, *any additional man-hours or special visits required to complete job will result in an additional charge.

Mulching

- *Re-mulching landscape bed areas will be done at the request of the property owner at an additional charge.

General

- The Maintenance Division Manager will make a Quality Control Inspection weekly.
- Contractor is responsible for any deterioration of plant or lawn areas resulting from negligence or improper maintenance. Any plant material killed as a result of the work performed will be replaced with a plant of the same type in an available size.

Springs-Brooks Plaza at Williams-Brice Stadium Landscape Frequency Schedule

	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	NOTES
Turf Areas	Mowing	4	4	4	4	4	4	4	4	4	4	4	4	*as needed
	Edging	4	4	4	4	4	4	4	4	4	4	4	4	
	Trimming	4	4	4	4	4	4	4	4	4	4	4	4	
	Blowing	4	4	4	4	4	4	4	4	4	4	4	4	
	Weed Control		1		1									Pre-Emergent
	Fire Ant Control					1								As Needed
	Fertilization	1			1	1	1	1	1		1			
Shrub Areas	Pruning	1	1	1	1	1	1	1	1	1	1	1	1	As Needed
	Fire Ant Control													As Needed
	Weed Control	4	4	4	4	4	4	4	4	4	4	4	4	At Each Service
	Fertilization													As needed
MISC.	Litter	4	4	4	4	4	4	4	4	4	4	4	4	
	Irrigation													

Plans are for Springs-Brooks Plaza (6 pages) are located at the end of this document

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/Specifications; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

PROPOSAL CONTENTS

To be considered for award, all proposals should include, as a minimum, the following information. **Offerors shall submit all information and documents required here or elsewhere in this solicitation. All information should be presented in the order listed.**

1. **Experience and indication of successful comprehensive lawn care services with similar institutions and References**

Bidder shall provide its demonstrated experience, and all other items requested in Section III of the solicitation. Provide company background/history and length of time you have been providing services as described in the Request for Proposal, including resume(s) of the individuals to be assigned as the University's account representative. Bidder must provide its related experience on similar projects. List all similar projects in progress or completed within the last five (5) years.

Provide a minimum of three (3) references that validate offeror's experience in performing same or similar experience as described in Section III. Scope of Work / Specifications of this solicitation. At least one reference should be a higher education customer similar in size and scope to the University of South Carolina. For each reference, offeror should provide the following information:

- Reference Name and Address
- Name and Title of Contact Person
- Telephone Number of Contact Person
- E-mail address
- Description of Services provided and date(s) of services that were provided.

The on-site manager/supervisor shall be dedicated to the contract. The on-site manager/supervisor assigned to the contract shall have a minimum of five (5) years lawn care management experience with at least two (2) of those years in a supervisory capacity.

Provide a record of successful service with at least three (3) firms consisting of a minimum of 1,000,000 square feet of landscaping, within the last five (5) years. Include company name, contact person, address and telephone numbers.

2. **Offeror's Qualifications**

- A. Information on relevant qualifications must be provided, including success in operating a similar program on other college campuses or equivalent environments. Give a general description of the campus or grounds and other information believed to demonstrate qualifications to perform to contract if given opportunity.
- B. List of bidder owned equipment and list of equipment to be used in performing the contracted work.
- C. Number of employees and hours each employee will work each day in fulfilling the obligations of the contract.
- D. All bidders shall furnish a list of supplies and materials to be used in the performance of the contract. This listing shall be accompanied by OSHA form 20 (Material Safety Data Sheet) for each product. All supplies should be manufactured by a full line national company and be compatible with other materials used in the performance of the contract. All materials are subject to the approval of the USC Coordinator and the Health and Safety Committee of the University of South Carolina.

3. **Cost (bound separately)**

Provide cost based on all equipment, services, labor and materials required in the solicitation on the bidder's schedule as provided herein. Complete and submit Bid Schedule in Section VIII, BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL.

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 every 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]

MINORITY PARTICIPATION (JAN 2006):

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

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

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.

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 the point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

VI. Award Criteria

AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State.

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

EVALUATION FACTORS – PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

The award will be made to the responsive offeror who's proposal, taking into consideration all evaluation factors, is deemed most advantageous to the University of South Carolina.

All responsive proposals will be evaluated by an evaluation panel on the basis of the following criteria listed in order of importance:

- A. Experience and indication of successful comprehensive landscape maintenance services with similar institutions, including references.**
- B. Offerors Qualifications: Qualifications of the offeror and its personnel for performing the required landscape maintenance services.**
- C. Cost: All costs to be incurred for performing landscaping maintenance services as requested in the solicitation.**

NEGOTIATIONS (JAN 2006): The procurement officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the procurement Officer.

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

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.

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 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.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. 9b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

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.

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

CHANGES (JAN 2006):

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

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

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

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

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

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 (MAR 2013): (a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability

Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Requirements: 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 award statement and on each contract anniversary date thereafter attesting to such insurance coverage.

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.

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

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.sa.sc.edu/shs/hipaa>

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.

INDEMNIFICATION -- THIRD PARTY CLAIMS (NOV 2011): Notwithstanding any limitation in this agreement,

and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

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) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

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: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be 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.

PRICE ADJUSTMENTS – LIMITED BY CPI “ALL ITEMS” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov

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.

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 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.

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venture 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.

STORAGE OF MATERIALS: Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for moving materials.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: 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. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015): (a) 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. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will void ab initio.

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.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

COST TO MAINTAIN LAWN CARE SERVICES FOR ATHLETIC SITES OF THE UNIVERSITY

SERVICE CONTRACTS (Labor/Installation)

Item	Qty	Unit of Measure	Description	Unit Price
1	1	Job	Annual Cost to maintain Athletic Lawn Care services for the Rice Athletic Center	\$ _____
2	1	Job	Annual Cost to maintain Athletic Lawn Care services for the Carolina Softball Stadium and Carolina Tennis Center	\$ _____
3	1	Job	Annual Cost to maintain Athletic Lawn Care services for the Weems-Baskins track and Field Complex	\$ _____
4	1	Job	Annual Cost to maintain Athletic Lawn Care services for the Stone Soccer Stadium	\$ _____
5	1	Job	Annual Cost to maintain Athletic Lawn Care services for the Fieldhouse	\$ _____
6	1	Lot	Annual Cost to maintain Athletic Lawn Care services for the Colonial Life Arena	\$ _____
7	1	Job	Annual Cost to maintain Athletic Lawn Care services for the Carolina Stadium	\$ _____
8	1	Job	Annual Cost to maintain Athletic Lawn Care services for the Gamecock Park	\$ _____
9	1	Job	Annual Cost to maintain Athletic Lawn Care services for the Springs-Brooks Plaza at Williams Brice Stadium	\$ _____
10	1	Job	Annual Cost to maintain Athletic Lawn Care services for the Wardle Golf Center	\$ _____
11	1	Job	Annual Cost to maintain Athletic Lawn Care services for the One Wood Farm	\$ _____

Grand Total for Annual Maintenance: \$ _____

IX. ATTACHMENTS TO SOLICITATION

- A. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY
- B. STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE FORM I-312
- C. OFFEROR’S CHECKLIST
- D. PLANS FOR SPRING BROOKS PLAZA (6 PAGES)

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

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.

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