

 UNIVERSITY OF SOUTH CAROLINA	REQUEST FOR PROPOSALS	Solicitation Number:	USC-RFP-3098-CJ
		Date Issued:	February 14, 2017
		Procurement Officer:	Charles Johnson
		Phone:	803-777-4115
		E-Mail Address:	Charles.Johnson@sc.edu
		Mailing Address:	1600 Hampton Street Ste 606 Columbia, SC 29208

DESCRIPTION: FURNISH, DELIVER AND INSTALL NEW HD VIDEO BOARD AND LED RIBBON BOARDS FOR THE COLONIAL LIFE ARENA

USING GOVERNMENTAL UNIT: UNIVERSITY OF SOUTH CAROLINA

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS: University of South Carolina – Purchasing Department 1600 Hampton Street, Suite 606 Columbia SC 29208	PHYSICAL ADDRESS: University of South Carolina – Purchasing Department 1600 Hampton Street, Suite 606 Columbia SC 29208

SUBMIT OFFER BY (Opening Date/Time): **March 6, 2017 at 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **February 24, 2017 at 9:00 AM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original and Five (5) Hardcopies marked "COPY" plus One (1) Electronic Copy of the Proposal (Original Hardcopy Shall Prevail)**

CONFERENCE TYPE: Site Visit (Non-Mandatory) DATE & TIME: February 23, 2017 at 11:00 AM <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Colonial Life Arena Corner of Lincoln and Greene Streets Columbia, SC 29208
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AWARD & AMENDMENTS	Award will be posted on 3/10/2017 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, 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. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)	<small>(See "Signing Your Offer" provision.)</small>
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PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>_____ E-mail Address</p> <p>Area Code - Number - Extension Facsimile</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address (check only one)</p>
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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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	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)**

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 & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start Date: March 10, 2017. End Date: March 9, 2022. 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".

It is the intent of the University of South Carolina to solicit proposals from qualified sources of supply for Furnishing, Delivering and Installing New HD Video Board and Ribbon Boards for the Colonial Life Arena in accordance with all the requirements stated herein.

II. Instructions To Offerors - A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

BOARD means the South Carolina Budget & Control Board or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

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

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

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-2]

AMENDMENTS TO SOLICITATION: (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/sa.php> (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.

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004): In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH & DOLLARS (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a

sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

(b) Offeror shall provide immediate written notice to the 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.

[02-2A035-1]

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

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>.

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): 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 body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

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. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

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]

IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <https://procurement.sc.gov/iran-divestment> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the 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. [See R. 19-445.2140] [02-2A095-2]

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] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

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

(f) Do not submit bid samples or descriptive literature unless expressly requested.

Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

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

STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

<http://www.scemd.org/closings>

[02-2A120-3]

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

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(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 agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

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: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004): Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. Instructions To Offerors - B. Special Instructions

SUBMISSION OF QUESTIONS

Mark envelopes on questions mailed:

QUESTIONS: USC-RFP-3098-CJ

Title: Furnish, Deliver and Install New HD Video Board and LED Ribbon Boards for the Colonial Life Arena

Attn.: Charles Johnson

QUESTIONS MAY BE E-MAILED TO:

Charles.Johnson@sc.edu

FAXED TO:

803-777-2032

CONTENTS OF OFFER (RFP) (FEB 2015)

(a) Offers should be complete and carefully worded and should convey all of the information requested.

(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.

(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an

offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1530(6), 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 11-35-1530(6); R.19-445.2080] [02-2B055-1]

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

DISCUSSION WITH OFFERORS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015): In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

**LEGAL AGREEMENTS INCLUDED WITH BIDS MUST BE CLEARLY LABELLED
“SAMPLE”**

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

SAMPLES OR DESCRIPTIVE LITERATURE

Samples or descriptive literature should not be submitted unless expressly requested and regardless of any attempt by an offeror to condition its offer, unsolicited bid samples or descriptive literature which are submitted at offeror's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the Request for Proposals.

III. Scope of Work / Specifications

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 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.

PART 1 - GENERAL REQUIREMENTS

1.1 GENERAL REQUIREMENTS

- A. LED display manufacturers and direct sale representatives are invited to submit proposals based on specifications provided in this solicitation for the University of South Carolina.
- B. All requirements in this section of the solicitation as well as in other sections of the solicitation, Referenced Documents or Practices, and any Amendments to the solicitation shall be considered a part of this section. Each Offeror to the solicitation is responsible for becoming thoroughly familiar with all its contents as to requirements which affect this Section. Contractor is responsible for coordinating all items of this section with the Owner and Consultant to insure that all items of this section are furnished in accordance with Owner standards.

1.2 REFERENCES

- A. National Fire Protection Association (N.F.P.A.).
- B. American National Safety Institute (A.N.S.I.).
- C. National Electrical Code (N.E.C.).
- D. Underwriters Laboratories (U.L.).
- E. Electronics Industries Association (E.I.A.).
- F. Standard for Electric Signs, UL-48.

- G. Standard for Control Centers for Changing Message Type Signs, UL-1433.
- H. Federal Communications Commission Regulation Part 15.
- I. Project Drawings A. Provide: to supply and install.

1.3 DEFINITION OF TERMS AND ABBREVIATIONS

- A. Provide: to supply and install.
- B. Supply: to supply but not install.
- C. Install: to install but not supply.
- D. OFE: Owner furnished (supplied) equipment. Equipment will be provided to contractor for installation.
- E. NIC: Not In Contract. Refers to items that are not included in the scope of work outlined in this section but may be shown for coordination purposes or reference.
- F. Future: Equipment that will be provided by owner at a later date. Accommodations shall be provided for future equipment as shown on the drawings.
- G. Contract Documents: This specification and included conceptual display drawings (TD.xx)
- H. Consultant: Idibri Consulting
- I. Owner: University of South Carolina
- J. VM: Value Management

1.4 RESPONSIBILITY AND RELATED WORK

- A. Coordinate scheduling of work with the Owner.
- B. The systems described in this section will be called the “Display Systems” and the installer will be named “The Contractor.” The Contractor will provide all labor, materials, equipment, necessary tools, test equipment, hoisting, transportation, supervision and coordination necessary to complete the installation of the “Display Systems” as described in the construction documentation.
- C. The Contract Documents are intended to include or imply all items required for the proper execution and completion of the work.
- D. The Display Systems consist of the materials, equipment and systems described in this specification, related drawing details, and any schedules that are part of the contract documents. This Contract is for equipment, material, installation and training. The work of this section includes complete and operational Display Systems.

- E. The Contractor will provide minor accessories, such as connectors, adapters, matching devices and equipment items needed for a complete system, even if not specifically mentioned herein or on the drawings, without claim for additional payment.
- F. The Contractor shall provide complete, turnkey Display Systems, fully tested and ready for intended use according to the design intent of the contract documents.
- G. Obtain all insurance, bonding, licenses and permits necessary to complete the work, and for operation by the Owner.
- H. Contractor will comply with all union jurisdiction and prevailing wage requirements for the completion of the project.
- I. If a conflict is identified between the Contract Documents and the appropriate codes and is reported to the Owner and confirmed prior to contract award, the Consultant will prepare the necessary clarification or revision. When a conflict is reported after contract award, the Contractor will propose a resolution of the conflict and, upon approval, perform related work.
- J. Coordinate with other Contractors as required and in a timely fashion to convey all information (scheduling, structural, electrical, technical or otherwise) necessary to complete the project.
- K. The Contractor shall be responsible for:
 - 1. Verification of dimensions and conditions at the project for the display and control equipment locations prior to ordering/manufacturing.
 - 2. Submittal of structural calculations with the shop drawing submittals concerning final connection of display to provided steel. Calculations and shop drawings shall be sealed and signed by a South Carolina licensed Structural Engineer retained by the Contractor. This will be for the final connection from the provided steel tubing to the display.
 - 3. Provision of all transportation and hoisting.
 - 4. Furnish protective covering during construction/installation to prevent damage or entrance of foreign matter.
 - 5. Replace at no expense to Owner/project, product damaged during delivery, storage or handling.
 - 6. Provision of safe and protected storage. The owner takes no responsibility for damage or theft relating to negligence in failure to secure equipment by The Contractor.
 - 7. Installation in accordance with the Contract Documents, manufacturer's recommendations, and all applicable code requirements.
 - 8. Provision of complete assemblies (sub-structure, enclosure, and finishes) and all necessary attachment hardware, and framing.
 - 9. Provision, termination and testing of all necessary electrical power, signal cabling, motor control cabling and remote operation control cabling. All panel and branch circuit distribution is by others.
 - 10. Provision of all transmission, processing, receiver electronics to distribute control signals to the display.

11. Coordination of any installation of rack mounted devices into equipment racks (provided by others) with other related trades with equipment in the same space.
12. Connecting ground point to all equipment in accordance with NEC code and standards specified. Coordinate with Division 26.
13. Provision of a dielectrically insulated ground joint connection that will isolate any conduit systems from the chassis of the rack where conduits enter any equipment racks furnished under this section.
14. UL Certification of all pertinent equipment including control and display systems attached with identification labels. If any equipment requiring certification is not UL Certified, then The Contractor shall arrange onsite inspections and certification at no additional expense to the contract/project.
15. All control equipment to operate the display shall be located in the facilities' control room at CLA (Colonial Life Arena). Any necessary signal/control conduit and cable raceways for cable runs to and from display components will be provided by others.
16. All submittals detailed within the Contract Documents
17. Initial tests and adjustments
18. Final performance testing, calibration and adjustment prior to first use.
19. Maintenance services contract, warranty for equipment and workmanship.
20. Provision of required shelving and inventory labels for all spare equipment.
21. Provisions of pre-event cleaning of the displays within 14 days of the first event held in facility for the first year.
22. Provide protection for the existing finishes during installation. Any damage caused during construction is the full responsibility of the Contractor to repair or replace at no additional cost.
23. Contractor to remove/dismantle all existing displays. Coordinate with Owner for repurpose or disposal. This contract should not include labor for repurposing, just the removal.

1.5 PROJECT SCHEDULE

- A. Coordinate with the Owner for all final scheduling of work. The outline below is intended to provide guidelines for bidding purposes only.
 1. Bidding: February 14, 2017 – March 6, 2017
 2. Award & Release: March 10, 2017
 3. Construction: March 10, 2017 thru July 3, 2017 (offsite build)
 4. Demo: July 3, 2017 – July 7, 2017
 5. Install On-Site: July 10, 2017 – Aug 5, 2017

1.6 SYSTEMS DESCRIPTIONS

- A. Demolition
 1. Remove and dispose of the existing centerhung display, hoist, and fascia ribbon displays.

B. New Center Hung Displays

1. It is understood that The Contractor's manufacturing processes, electronics, enclosure requirements and display module sizes may dictate the final manufacturer's offering. Dimensions indicated are minimum active video area unless otherwise noted.
2. The center-hung display systems work includes (CH):
 - a. Two (2) 16'W x 4'-6"H under belly video displays. 4-4.9mm (physical pixel-to-pixel density) resolution, SMD, front serviceable, shall accept high definition 720p60 (minimum) 1080p60 (maximum) video inputs and then scale to the displays native resolution, full color LED pixel large screen display system including miscellaneous structure and all related control and processing systems required to make a "complete operating system" as detailed in Part 2.
 - b. One (1) 102' Circumference x 3'H chamfered lower ring. 6mm (physical pixel-to-pixel density) resolution, SMD, front serviceable, shall accept DVI computer resolutions to map to native display native resolutions, full color LED pixel screen display system including miscellaneous structure and all related control and processing systems required to make a "complete operating system" as detailed in Part 2.
 - c. Four (4) 20'W x 11'-3"H main displays. 4-4.9mm (physical pixel-to-pixel density) resolution, SMD, front serviceable, shall accept high definition 720p60 (minimum) 1080p60 (maximum) video inputs and then scale to the displays native resolution, full color LED pixel large screen display system including miscellaneous structure and all related control and processing systems required to make a "complete operating system" as detailed in Part 2.
 - d. Four (4), 11'-3"H x 3'-1"W at the bottom and 4'-6"W at the top, infill wedge displays. 6mm (physical pixel-to-pixel density) resolution, SMD, front serviceable, shall accept DVI computer resolutions to map to native display native resolutions, full color LED pixel screen display system including miscellaneous structure and all related control and processing systems required to make a "complete operating system" as detailed in Part 2.
 - e. One (1) 110' Circumference x 3'H chamfered upper ring. 6mm (physical pixel-to-pixel density) resolution, SMD, front serviceable, shall accept DVI computer resolutions to map to native display native resolutions, full color LED pixel screen display system including miscellaneous structure and all related control and processing systems required to make a "complete operating system" as detailed in Part 2.
 - f. Four (4) 18'-4"W x 1'-6"H Static channel letter Naming Rights displays at the top of the center hung display as depicted in the render package. Use Machine font for all proposals. Final font and approval to be given during the shop drawing phase.
 - g. Provide the main centerhung structure to support displays in this section.
 - h. The existing 22,000 lbs hoist can be re-used if the proposed display is within the operating range of the existing hoist.
 - i. If the existing hoist will not be sufficient, provide a new hoist with the appropriate capacity.

- j. All areas between displays should be in-filled with black paneling. The bottom should be covered with an acoustically transparent black mesh fabric.
- k. Provide a 6” deep backlit channel cut ‘Block C’ logo on the bottom of the display.
- l. Provide a 2” center cutout hole for mounting a PTZ camera provided by others.
- 3. The Ribbon/Fascia display systems work includes (FD):
 - a. One (1) 781’W x 3’H fascia display. 10mm (physical pixel-to-pixel density) resolution, SMD, top serviceable, shall accept high definition 720p60 (minimum) 1080p60 (maximum) video inputs and then scale to the displays native resolution, full color LED pixel large screen display system including miscellaneous structure and all related control and processing systems required to make a “complete operating system” as detailed in Part 2.

C. Full System Base Warranty, 5 Years.

- 1. Warranty to include at no cost to the owner:
 - a. Factory repair of failed parts
 - b. Shipping to and from the site.
 - c. Labor to replace failed parts.
 - d. Reconfiguration and recalibration of any display due to a failure.

D. Maintenance Plan

- 1. Provide 2 technicians for the following:
 - a. 3 Days onsite for Pre-Season startup maintenance.
 - b. Event Day coverage including startup and adjustments as required for 10 events.
 - c. 1 Day onsite for End of Season Shut Down.

E. Scoring Equipment

- 1. Provide all equipment, cabling, installation, and training for the following scoring equipment:
 - a. Three sets of shot clocks with remotes
 - b. LED backboard strips
 - c. Two floor clocks
 - d. Two event controllers with cases
 - e. Eleven locker room clocks
 - f. Horns with controls
 - g. Central data distribution panel to feed data in the local production room and the truck dock.

1.7 SUBMITTALS DEFINITION OF TERMS AND ABBREVIATIONS

A. BID SUBMITTALS

- 1. Offeror’s proposal shall be valid for 120 days after deadline for submittals without claim for additional payment.

2. Offeror must have previously installed at least five jobs using similar product and similar display size to the job described in the solicitation. The jobs of similar product must been completed within the last five years within the USA. In your proposal, submit name, phone number, and current email address of contact person for each representative project reference. Also, in your proposal, identify at least one such completed job available for inspection by the Consultant and Owner's Representatives.
3. In its proposal, Offeror will confirm in writing that it has at least five years of experience with equipment and systems of the types specified in the solicitation, that it maintains a fully staffed and equipped service facility in the region of the United States that includes South Carolina, and that it is franchised dealer and authorized service facility for any equipment used on the contract project not manufactured by the offeror, and that the offeror is properly licensed to work in the project home state (South Carolina).
4. In its proposal, Offeror must summarize their process to include but not limited to procurement of LEDs, module assembly, cabinet assembly, quality control points and final testing procedures.
5. In its proposal, Offeror will confirm in writing that any Sub-contractor it uses in performance to contract has five years of experience with the primary contractor's / offeror's equipment and systems and that the subcontractor's company is properly licensed to work in the project home state (South Carolina). In its proposal, Offeror will identify all Subcontractors on the Proposal Response team and provide a detailed scope of work for each Subcontractor it plans to use in performance to contract.
6. In its proposal, Offeror will submit resumes of its project manager, lead engineer and lead installers that will be working on the contract project. This will include key team members of any Sub Contractor that the offeror plans to use in performance to contract. Resumes must be submitted with offeror's proposal response.
7. In its proposal, Offeror will submit preliminary power requirements for its proposed display, submit viewable dimensions and horizontal/vertical physical pixel count of its proposed display, submit preliminary total weight and structural calculations for its proposed display.
8. In its proposal, Offeror will submit a schedule to indicate durations for shop drawing submittal, procurement, and fabrication, shipping requirements, installation timelines for each major system and test and commissioning sessions. Coordinate these milestone dates in the schedule with project schedule and intended completion dates for the contract project in the solicitation.

B. PROJECT SUBMITTALS:

1. Product Data Submittal: Contractor shall submit manufacturer's product data sheets for each item of equipment to be used for the contract project in electronic form via email as PDF electronic files.
2. Shop Drawings Submittal: Contractor shall indicate complete details and dimensions of work to be performed and indicate types and locations of equipment, fabricated equipment, and other details to completely describe work to be performed.
3. Contractor shall submit the above information via email as PDF electronic files for review and distribution to the Owner and the consultant. There shall be no contract work authorized on site without the prior submittal of a complete set of shop drawings.

Any exceptions to this contractual requirement must be in writing and approved by the Owner. Details to include the following:

- a. Plan, Elevation and Section Views of the displays.
- b. Drawings showing and connection of the installer supplied equipment to the structure at each different condition.
- c. Wiring diagrams. Complete, detailed wiring diagrams for all systems including cable types, identification and color codes, and detailed wiring of connections, both at equipment and between equipment racks and wiring in conduit.
- d. Location of all equipment in racks, consoles, millwork, enclosures with dimensions; wire routing and cabling within housings; AC power outlets, terminal strip and UPS locations.
- e. Conduit riser diagrams for all systems.
- f. Schematic drawings of any custom circuitry or equipment modifications, including connector pinouts and component lists.
- g. Equipment rack elevations.
- h. Schedule of terminations for all systems.
- i. Terminal strip layouts for all proposed terminal strips.
- j. Power consumption at 50 % and 100 % illumination levels for each display.

C. CONTRACT CLOSEOUT SUBMITTALS

1. Contractor shall keep a single complete set of approved shop drawings on the project site for the full duration of the project until after the final system commissioning. Contractor shall note any changes made during installation on these single set of drawings. Contractor shall submit three corrected sets of reproducible drawings showing work as installed. All "as-built" drawings are to be submitted both in electronic form (ACAD 2012 or later) and in hard copy (42"x30").
2. Owner Reference Manual: Before owner training commences, Contractor shall submit the following as Adobe .pdf files on 3 CD's or USB drives and as hard-copy in a single 3 ring binder with project title. Contractor shall submit individual sub-directories/tabular dividers with the following headings:
 - a. A legend with acronyms and abbreviations.
 - b. A catalog of all equipment, organized by manufacturer, model, serial number, including the room and rack number where the device is located.
 - c. System Operation Instructions: Narrative verbiage with photographs and diagrams detailing operational procedures for all equipment as a system.
 - d. Manufacturer's User Manuals for all equipment.
 - e. Warranty Information for all equipment. Include warranty period and service department contact information.
 - f. System Maintenance Instructions: Narrative verbiage with photographs and diagrams detailing owner's responsibilities for preventative maintenance to include schedules and any specific products, procedures or specialized/custom tools required for maintenance of the display system.
 - g. As-Built Drawings fully legible at C size (24"x18") bond folded appropriately for binder.
 - h. A list of all test results performed on the systems as outlined in Section 3.4 proving the systems to be in full compliance.

- i. A list of spares in inventory to include quantity, manufacturer, model number, and serial number.

1.8 CODE COMPLIANCE

- A. All work performed by the Contractor and materials used by the Contractor in performance to the contract shall comply with all applicable codes and regulations to meet or exceed Federal, State, City, and Local Building Codes and Regulations (including seismic). Contractor shall advise the Owner if anything in the Drawings or Specifications is out of compliance with codes and/or laws prior to proposal submission.

1.9 PROJECT CONDITIONS

- A. Contractor shall notify the Owner in writing of any issues on the job site negatively affecting the contractor's pursuance of work under their scope. Contractor shall submit recommendations for resolution and assist in coordinating solutions with other trades.
- B. Contractor shall verify position and elevation of structure and its layout for display equipment. Contractor shall verify dimensions by field measurements.
- C. Contractor shall verify mounting structure can support the display system weight loads in addition to any required attachment and structural support metals.
 - 1. If the Offeror's proposed display exceeds the existing hoist capacity, the Offeror must supply a new hoist and break out the additional cost separate from the display cost as well as notify the Owner in writing at the time of bidding.
- D. The primary steel above the centerhung is being designed by Geiger Engineering and will be provided by others.
- E. Electric circuits at the catwalk level for the centerhung and fascia displays will be provided by others.

1.10 GUARANTEES

- A. Contractor shall warrant labor and materials on the display systems for five (5) years following the date of Final Owner Acceptance as base offering.
- B. Within the warranty period, Contractor shall:
 - 1. Make available an exchange program to supply replacement parts for components that fail during the coverage period. To minimize downtime, the exchange parts will be shipped on the same day the order is received or on the following day. The manufacturer will also enclose an air bill for return of the defective components.
 - 2. Make available a help desk staffed by experience technicians and coordinators who are thoroughly familiar with the scoreboard and matrix display products and available for technical support. This contractor help desk staff must be available at no additional cost to the customer and provide an "on-call" service during weekends.
 - 3. Make available access to a local Authorized Service Company that can repair or replace any faulty item the next day without charge, including parts and labor and assist owner's staff in replacing, reprogramming or recalibrating this equipment to make entire system functional.

- C. This warranty shall not void specific warranties issued by manufacturers for greater periods of time. Nor shall it void any rights guaranteed to the Owner by law.
- D. Contractor will make available to Owner the exact beginning and ending dates of the warranty period. Include the name of the person to call for service and telephone number. This information is to be part of Project Record Set.
- E. Contractor shall submit alternate pricing for extended maintenance contracts on displays and control systems based on the above criteria.

PART 2 – PRODUCT

2.1 MANUFACTURERS

- A. Recommended Display Manufacturer’s and Direct Sale Representatives. 1. Manufacturers identified in this specification are listed as a standard of quality. Regardless of the length or completeness of the descriptive paragraphs herein, each device included in proposals submitted by offerors shall meet or exceed all of the specifications. It is the offeror’s responsibility to verify performance of intended equipment as required prior to proposal submittal.
 - a. Daktronics
 - b. Mitsubishi
 - c. Panasonic
 - d. Samsung/Yesco

NOTE: If it is determined during the evaluation process that each device included in an offeror’s proposal does not meet all the specifications, then that offeror’s proposal will be deemed “non-responsive” and removed from further consideration.

- B. All equipment supplied will be new and meet the latest published specifications of that product. Take care during installation to prevent scratches, dents, chips, etc.
- C. If product is discontinued and/or no longer publicly advertised as a part of a manufacturer’s current product line-up at time of installation, the project team reserves the right to request a substitution of product for new and currently offered product of like function fulfilling the design intent. Substitution value will be based on fair market value of original product at time of submittal of proposal.

2.2 SYSTEM REQUIREMENTALS

- A. Technical and Engineering Standards
 - 1. General
 - a. Large format display systems shall allow repair from the rear and shall allow “hot” repair while the system is operating.

2. LED Display Systems
 - a. The display systems will be comprised of full color LED pixel technology capable of 2,000 cd/sq.m pixel brightness with full white (100 IRE) input.
 - b. Brightness of individual adjacent LED's must vary no more than 2%, and no more than 10% across the entire display.
 - c. Minimum effective color pixel density of 46,000 pixels/m² with LED physical pixel density of 4-4.9mm in a flicker less display.
 - d. Minimum effective color pixel density of 32,400 pixels/m² with LED physical pixel density of 5-5.9mm in a flicker less display.
 - e. Minimum effective color pixel density of 22,500 pixels/m² with LED physical pixel density of 6-6.9mm in a flicker less display.
 - f. The display system will be equipped manual control of preset illumination levels in at least 10% increments up to 100%.
 - g. The display must be capable of 120 degree minimum horizontal angle of viewing and 60 degree upper and 60 degree lower minimum vertical angle (defined at 50% brightness).

3. Control and Signal Processing/Distribution Systems.
 - a. The Contractor shall provide all user interface, transmission, and processing software; all electronics; and all cabling to independently place, size, tile, layer, and control High Definition (HD-SDI SMPTE 292M) input signals on the displays.
 - b. All SDI video signals will be handed off in the CLA rack room.
 - c. Primary and redundant video signals will be provided by the owner. A total of 16 signals will be fed from a local router; 8 primary, 8 redundant.
 - d. The Contractor is not responsible for media playback servers for the game presentation.
 - e. The Contractor is responsible for providing a single media playback device for an emergency message on the ribbon displays.
 - f. All control equipment to operate and provide signal to the displays shall be located in the CLA production equipment room. The Contractor shall provide all connections, cabling, and terminations between display, operating equipment, and the CLA production equipment room.
 - g. The Contractor will provide systems for remote power up and shut down of the displays, systems will allow displays to be turned on and off from the video production equipment room in addition to within the displays.
 - h. The Contractor shall provide one remote control user interface station in the CLA rack room to provide complete control of system input, display power up/down, freeze, position, size, aspect ratio, color, hue, contrast, brightness and delay for use in setup, testing and operation.
 - 1) NEC EA224WMI-BK 22" LED Display
 - 2) Chief Mfg FSA1015B 19" Rack Mount
 - 3) Chief Mfg FTR4100 Vesa Mount
 - 4) Middle Atlantic RM-KB Keyboard Drawer
 - 5) IHSE R474-BSHC KVM Extender

- i. The Contractor shall provide computer interfaces for all CPU devices in their scope. 1) IHSE L474-1SHC KVM Extender
- j. The Contractor shall provide the KVM matrix frame and fiber extender to connect back to the main production control room. The Contractor must supply a larger matrix if there are more than 6 CPUs to connect.
 - 1) IHSE 474-BODY6BP Chassis (Qty: 1)
 - 2) IHSE B480-08C 8-Port Matrix (Qty: 1)
 - 3) IHSE 480-B4 Software (Qty: 1)
 - 4) IHSE 474-6RMK Rack Mounts (Qty: 1)
 - 5) IHSE 474-BLNDI (Qty: 2)
 - 6) IHSE 485-BX (Qty: 1)
- k. Processing and control equipment shall allow for external control of input selection and transitions via GPI triggers and/or RS-422/232 serial control protocols such as E-MEM or P-BUS.
- l. Processing and control equipment to receive an emergency contact closure and to display an emergency message independent of any video production control equipment.
- m. The Contractor will provide backup processing and transmission equipment in duplication of primary systems with equipment for manual switchover, distribution amplification, and/or splitting of all necessary control, data and signal cabling.
- n. The Contractor shall provide Diagnostic Software to assist the Owner in diagnosing, isolating and repairing deficiencies in the display and control system, including defective elements.
- o. The Contractor shall provide uninterruptible power supply systems for all computer interface and computer processing systems sufficient to allow proper shut down of operating systems in a power outage.
 - 1) APC Smart-UPS 1500VA RM 2RU LCD 120V (Qty: 4)
- p. The Contractor to provide new sports interface for scoring and to be located on the floor at the scorer's table and shall interface will all existing back of house and goal shot clocks.
- q. The Contractor shall provide a stats interface to a broadcast character generator (by others) that will port data and be displayed on the main screens via the broadcast switcher.
- r. The Contractor shall provide a stats interface to feed the truck dock.
- 4. Control and Signal Processing/Distribution Cabling
 - a. Installation shall include all required and operationally necessary low voltage control and fiber optic cabling in unbroken/unspliced home runs from the Control Room to each display component.
 - b. See TD000 for a schedule of wire types to be used.
- 5. Equipment Racks:
 - a. Contractor to provide up to three racks for their own equipment.
- 6. Structural Engineering
 - a. The display systems shall be designed, fabricated and installed by the Contractor in their entirety.

- b. All necessary supporting structure, catwalks, stairways, access doors and access ladders (including fall arrest systems to code) are not part of The Contractor's scope of work.
 - c. All interior structure for the centerhung display including the hoist are the responsibility of The Contractor.
 - d. For display systems that are to attach to facility structure, reference project drawings. The Contractor shall be responsible for field verification of existing conditions, submittal of shop drawings illustrating details of structural connection of display to facility structure, and submittal of structural calculations demonstrating compliance of display connection to facility structure to all building code structural requirements. Shop drawings and calculations shall be sealed and signed by a South Carolina licensed Structural Engineer retained by the Contractor.
 - e. Provide electrolytic protection between different adjoining metals.
7. Electrical
- a. All power distribution from the feeder to a primary disconnect at the catwalk directly above the centerhung display to be provide by others.
 - b. The Contractor is to distribute from the main disconnect to individual circuits and manage the cable reels as required.
8. Spares
- a. Provide one spare 6 strand fiber optic cable and one spare low voltage control cables between the Control Room equipment and the centerhung display.
 - b. Supply 2% spare parts of display module type.
 - c. Supply 1% spare parts of all data and signal distribution components.
 - d. Provide shelving for the storage of all spare equipment on the catwalk.

PART 3 – EXECUTION

3.1 GENERAL

- A. Coordinate work with other trades to avoid causing delays in construction schedule.
- B. Mount equipment and enclosures plumb and square. Permanently installed equipment to be firmly and safely held in place.
- C. Cover edges of cable pass-through holes in enclosures, chassis, racks, boxes, etc., with rubber grommets or Brady GRNY nylon grommeting. Adhesive-backed electrical tape and friction tape is not acceptable for insulating or protective purposes.
- D. Provide ventilation adequate to keep temperature within equipment racks below 85 degrees Fahrenheit. This ventilation system must be temperature actuated.
- E. Provide a non-fluorescent service lamp in the top of each equipment rack.
- F. Provide blank rack-mount panels installed in all rack openings not occupied by equipment. Blank filler panels will not exceed five rack units in size. Custom rack panels shall be 1/8 inch thick aluminum, standard EIA sizes, brushed black anodized finish unless otherwise noted.

- G. Install rack mounted equipment with black 10-32 Phillips head machine screws.
- H. Panels or equipment mounted on the rear rack rails must not block access to any front mounted components. Front mounted equipment will be given ample space to allow for access to rear connection.

3.2 CABLING

- A. Exercise care in wiring; damaged cables or equipment shall not be accepted. Isolate cables of different signals or different levels; and separate, organize, and route to restrict channel crosstalk or feedback oscillation.
- B. Wiring entering equipment racks and enclosures will be run directly to equipment. Use of splices or connectors to extend cabling to equipment will not be accepted.
- C. Wiring and connections will be completely visible and labeled in equipment racks and enclosures.
- D. Horizontally routed wiring to equipment will be managed with lacing bars and should include a service loop for future adjustments and terminations.
- E. For equipment mounted on slides, additional service loops will be provided to accommodate the full range of travel of the slides.
- F. Neatly bundle excess AC power cables from rack-mounted equipment with plastic cable ties. Rack wiring to be bundled with plastic cable ties or hook and loop tie wraps.
- G. All cables in cable trays shall be neatly installed with maintaining separation of the different cable types.
- H. Screw Connections: Only insulated crimp on spade terminals will be used for application to barrier strips. Multiple gang lugs or ring lugs are not acceptable for this purpose.
 - 1. This is only applicable to stranded conductor wires. Solid conductors will be attached directly to the barrier strip.
 - 2. All conductors will be stripped prior to installation underneath screws on terminals. Provide crimp lugs on stranded control cables, solid conductor wire will not require crimp lugs on individual conductors. All screw terminated solid conductors will be wrapped in the same direction as screw rotation during tightening.
- I. Multiconductor Cables: Follow a uniform application of color codes for multiconductor cables throughout the Facility. Where there are unused conductors or pairs in a cable assembly, they can be insulated as a group, left long enough for future termination, and folded into the connector hood. Where this is impractical, they may be folded back along the outer jacket of the cable and covered with heat-shrinkable tubing.

3.3 LABELING

A. General

1. The attachment method for equipment identification plates will be designed for permanency unless otherwise described. All labels will be protected prior to installation, and will not be installed if damaged or scratched. Follow manufacturer's recommended procedure for surface preparation, which must be free of any dust, dirt or film.
2. On black lamicoid panels or pushbuttons, letters shall be white; on stainless steel or brushed natural aluminum plates, or light-colored pushbuttons, letters shall be black.
3. Mount labels in a neat, plumb and permanent manner except where indicated.

B. Rack Labels

1. Provide engraved lamicoid labels with the Rack Number on the front of each rack in 1" high Arial text.

C. Panel Labels

1. Provide engraved labels for all terminations in 1/8" high Arial text.

D. Cable Labels

1. Cables and wiring to be logically, legibly and permanently labeled for easy identification.
2. Labels on cables to be adhesive strip type covered with clear heat-shrink tubing.
3. Factory stamped heat shrink tubing may be used in lieu of the adhesive strip style label.
4. Hand-written or self-laminating type labels are not acceptable.
5. Wiring designations to be an alphanumeric code that is unique for each cable.
6. Locate the cable designation at the start and end of each cable run and within 2 inches of the point of termination or connection.
7. Actual cable designation assignments to be determined by Contractor.
8. Add cable designation codes to system schematic drawings included with Project Record Drawings.

3.4 TESTING

A. During all consultant walkthroughs, the Owner's Representative will be present.

B. If during acceptance testing it becomes evident that further adjustment or work may be required to bring the system into compliance, the Contractor will continue to work until the system is acceptable at no additional charge over the contract price. If approval is delayed because of defective equipment, poor installation, or failure of equipment to meet the requirements of these specifications, the Contractor will pay for additional time and expenses of the Consultant at their standard rate in effect at that time, during any extension of the acceptance testing period. The Contractor will provide rental or loaner equipment to make the system operational in critical cases of equipment failure prior to contract completion.

- C. Make available three portable UHF business band radios for use during acceptance testing. Radios should have a transmission range sufficient to cover entire project. Radios to include rechargeable batteries and re-charger along with "holster" for wearing on belt. Radios to be available for duration of testing process, including any follow-up visits required prior to final acceptance. Confirm that radio frequencies used are not in use elsewhere on project site.

- D. System Tests
 - 1. The following procedures will be performed prior to testing of System:
 - a. Control functions shall be checked for proper operation, from controlling devices to controlled devices.
 - b. Adjust, balance, and align equipment for optimum quality including brightness, viewing angles, brightness uniformity, black level uniformity, color uniformity, hue uniformity, pixel mapping, scaling and resolution of video image to meet the manufacturer's published specifications.
 - c. Allow for a continuous 48 hour period of "Burn In" running a looped test signal including equal intervals of Black, Green, Red, Blue and 100% White.
 - 2. Display Power Down And Up Again:
 - a. Display shall be adjusted to 6500K color temperature.
 - b. Display shall be set at full brightness level with a standard 100 IRE white signal as its source. Screen will be allowed to stabilize and display controls shall be adjusted for a uniform brightness across the display.
 - c. Both display and processing platform will be powered down together completely and then immediately powered up again.
 - d. This procedure will be performed twice more in succession.
 - 3. Uniformity At All Viewing Angles:
 - a. Display shall be set at a brightness level appropriate for the facility. Screen will be allowed to stabilize and display controls shall be adjusted for a uniform brightness across the display.
 - b. A signal generator will be used to generate each of the following colors for examination
 - 1) White (100 IRE)
 - 2) Black (7.5 IRE)
 - 3) Green
 - 4) Red
 - 5) Blue
 - 6) Cyan
 - 7) Magenta
 - c. A "walk around" will be performed viewing the display at all possible angles of the display for each of the colors.
 - d. Display (and overall processing) will be examined for module to module uniformity and pixel to pixel uniformity.
 - e. Display will be measured using a spot photometer to verify manufacturer brightness and viewing angles.

4. High Contrast Image Performance:
 - a. Display will be viewed in many lighting conditions.
 - b. Display shall be set at a brightness level appropriate for each lighting condition. Screen will be allowed to stabilize and display controls shall be adjusted for a uniform brightness across the display.
 - c. Display (and overall processing) will be examined for trueness of team colors, gama and contrast handling.
5. Control functions shall be checked for proper operation, from controlling devices to controlled devices.
6. Installed, loose and spare equipment shall be inventoried for correct quantity.
7. Any other test on any piece of equipment or system deemed appropriate by Consultant.
8. The omission of a description of a device, function, signal path, or test in this document shall not exempt the Contractor from responsibility for checking all devices and signal paths for appropriate compliance with Industry Performance Standards and making corrections necessary to bring system(s) into compliance with the applicable standards.

3.5 TEST EQUIPMENT

- A. Make available the following equipment on site for final acceptance testing. Test equipment to be available for the entire period through final system acceptance. Prior to start of testing, submit a list to the Consultant of test equipment make and model numbers that will be used.
 1. Megohmeter.
 2. Multimeter: Measurement range, DC to 20,000 Hz, 100 mV to 300 V, 10 ma to 10A.
 3. Spot Photometer.
 4. CAT5E cable tester.

3.6 ACCEPTANCE

- A. Preparation for Acceptance, prior to final inspection:
 1. Temporary facilities and utilities shall be properly disconnected, removed and disposed of off-site.
 2. All systems, equipment and devices shall be in full and proper adjustment and operation, and properly labeled and identified.
 3. All materials shall be neat, clean and unmarred and parts securely attached.
 4. All damage occurring to the facility, including broken glass, walls, doors, etc. shall be replaced or properly repaired and debris cleaned up and discarded.
 5. All extra materials, portable equipment, and spares shall be delivered and stored at the premises as directed.
- B. Submit a pre-commissioning systems report to the Owner and Consultant two weeks prior to the scheduled systems commissioning proving all systems to be in full compliance. Report shall include test results, date of each test, pertinent conditions such as control settings, etc., and test equipment employed. In addition, submit written notification that the installation has been completed in accordance with the requirements of this document, and is ready for acceptance testing.

- C. Acceptance testing will include operation of each major system and any other components deemed necessary. Contractor will assist in this testing and supply required test equipment. Contractor will make available at least three technicians familiar with installation, available for the entire testing period (day and night), to assist in tests, adjustments, and final modifications. Tools and material required to make any necessary repairs, corrections, or adjustments will be submitted by the Contractor. The Contractor will keep a running list of all acceptance tests performed and submit a final copy of the results with the closeout submittals as listed in Part 1.6. Testing process is estimated to take 1 day up to 10 hours and may require multiple crews / shifts.

3.7 INSTRUCTION OF OWNER PERSONNEL

- A. Upon completion of the installation of the specified display systems, and prior to any facility events, make available designated operating personnel training on the equipment operation. This training will be performed at the site by the Contractor's and the manufacturer's education staff.
- B. The System Reference Manuals must be complete and on-site prior to the time of the first instruction.
- C. Make available trained personnel (two technicians) to be present during a minimum of ten Owner designated events. More events may be added at no charge to the Owner if the system is not functioning appropriately.
- D. Coordinate schedule of instruction with the Owner subject to availability of Owner's personnel. This may require scheduling instruction during weekends or evenings.
- E. Training will be provided in a series of classes to operations personnel to review all aspects of operation and maintenance of the system. Follow-up sessions to better enhance the operator's ability to expand or maximize the system will be made available.
- F. The system training will include three (3) days or twenty one (21) hours of technical training covering the explanation of the system, including documentation, configuration, interfacing and diagnostics. Make available training of the system operators and maintenance personnel as follows:
 - 1. System Overview: Explanation of system includes documentation, configuration, interfacing and basic diagnosis.
 - 2. Operator Training: Training in the use of system devices including powering and general operation of overall systems.
 - 3. Maintenance/Trouble Shooting: Advanced training in display and control system troubleshooting and maintenance. Manufacturer's representative will conduct scenario based training creating isolated system failures requiring owner to investigate and solve system failure problems as a means of gaining hands on knowledge of the systems.

END OF SECTION

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitation. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:
[04-4005-1]

Offerors shall submit all information and documents required here or elsewhere in this solicitation, Offeror is to restate each item and provide their response to that item immediately thereafter.

PROPOSAL CONTENTS

To be considered for award, all proposals should include, as a minimum, the following information. All information should be presented in the order listed. Offerors should restate each item below and provide their response to that item immediately thereafter.

- 1. LED technology, HD capability, pixel pitch:** Specific product information regarding the LED technology, HD capability, and pixel rate of offeror's proposed display. In its proposal, Offeror must summarize its process to include but not limited to procurement of LEDs, module assembly, cabinet assembly, quality control points and final testing procedures. In its proposal, Offeror will submit a schedule to indicate durations for shop drawing submittal, procurement, and fabrication, shipping requirements, installation timelines for each major system and test and commissioning sessions. Coordinate these milestone dates in the schedule with project schedule and intended completion dates for the contract project in the solicitation.
- 2. Similar projects in technology/size/scope; past performance:** Offeror must have previously installed at least five jobs using similar product and similar display size to the job described in the solicitation. The jobs of similar product

must be completed within the last five years within the USA. In your proposal, submit name, phone number, and current email address of contact person for each representative project reference. Also, in your proposal, identify at least one such completed job available for inspection by the Consultant and Owner's Representatives. In its proposal, Offeror will confirm in writing that it has at least five years of experience with equipment and systems of the types specified in the solicitation, that it maintains a fully staffed and equipped service facility in the region of the United States that includes South Carolina, and that it is franchised dealer and authorized service facility for any equipment used on the contract project not manufactured by the offeror, and that the offeror is properly licensed to work in the project home state (South Carolina).

3. **Cost:** Offeror's Total Cost to provide all contractual equipment for the new HD Video Board and perform all contractual services in Section III Scope of Work / Specifications of the solicitation. Supply a detailed description of all costs including fees and expenses. **No additional costs, fees or expenses above offeror's total cost to provide all contractual equipment and perform all contractual services in Section III Scope of Work / Specification of the solicitation will be paid by the University.**

4. **Video processing equipment, image correction capabilities:** Detailed information about offeror's proposed video processing equipment and cutsheet(s) of the proposed video processors it intends to use.
In its proposal, Offeror will submit preliminary power requirements for its proposed display, submit viewable dimensions and horizontal/vertical physical pixel count of its proposed display, submit preliminary total weight and structural calculations for its proposed display.

5. **Location of closest support staff, Key Team Members, and Subcontractors:** Specific information about the location of offeror's closest support staff for its proposed equipment in proximity to the University of South Carolina and blind resumes of offeror's closest support staff. While it's not a requirement for the contract, the University would prefer that offeror's support staff be located close to the University. In its proposal, Offeror will confirm in writing that it has at least five years of experience with equipment and systems of the types specified in the solicitation, that it maintains a fully staffed and equipped service facility in the region of the United States that includes South Carolina, and that it is franchised dealer and authorized service facility for any equipment used on the contract project not manufactured by the offeror, and that the offeror is properly licensed to work in the project home state (South Carolina).
In its proposal, Offeror will submit resumes of its project manager, lead engineer and lead installers that will be working on the contract project. This will include key team members of any Sub Contractor that the offeror plans to use in performance to contract. Resumes must be submitted with offeror's proposal response.
In its proposal, Offeror will confirm in writing that any Sub-contractor it uses in

performance to contract has five years of experience with the primary contractor's / offeror's equipment and systems and that the subcontractor's company is properly licensed to work in the project home state (South Carolina). In its proposal, Offeror will identify all Subcontractors on the Proposal Response team and provide a detailed scope of work for each Subcontractor it plans to use in performance to contract.

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

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 (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.” [05-5005-2]

NOTE: The University reserves the right to contact Offeror’s references.

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015): Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. Award Criteria

AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]

EVALUATION FACTORS – PROPOSALS: Responsive 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.

- A. LED Technology, HD Capability, Pixel Pitch.
- B. Similar Projects in Technology/Size/Scope; Past Performance.
- C. Cost.
- D. Video Processing Equipment, Image Correction Capabilities.
- E. Location of Closest Support Staff, Key Team Members, and Subcontractors.

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to

consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

VII. Terms and Conditions - A. General

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

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South

Carolina, except its choice of law rules. As used in this paragraph, the term “Agreement” means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)

(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) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed 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. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

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 States 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. [07-7A025-1]

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. [07-7A030-1]

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 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. [07-7A035-1]

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. [07-7A040-1]

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. (b) Consistent with Section 11-57-330(8), 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. [07-7 A072-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney’s fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient’s device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the 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. [07-7A050-1]

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

PAYMENT & INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

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. [07-7A065-1]

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. [07-7A075-1]

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. [07-7A080-1]

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. [07-7A085-1]

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. [07-7A090-1]

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. [07-7A095-1]

VII. Terms and Conditions - B. Special

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>

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.

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

- (a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.
- (b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.
- (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

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.

[07-7B025-1]

CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

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.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE—SOFTWARE LICENSING—SINGLE AGENCY (FEB 2015): Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements—Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. Further, the document titled *South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software – Single Agency*, which is attached hereto as an exhibit, is offered as information only and does not form part of the contract. [07-7B042-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

Insurance Requirements: Success offeror 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.

CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

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. [07-7B060-1]

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

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. [07-7B067-1]

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.

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION - INTELLECTUAL PROPERTY (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. [07-7B103-1]

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (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 Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, 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 Indemnatee, and whether or not such action is brought by a third party or an Indemnatee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnatee must notify contractor in writing within a reasonable period of time after Indemnatee first receives written notice of any action. Indemnatee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnatee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnatee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnatee's prior written consent, settle, compromise, or

consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnatee or otherwise adversely affect an Indemnatee. Indemnatee's consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnatee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

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. [07-7B115-1]

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. [07-7B120-1]

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.

[07-7B160-1]

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. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY PPI (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 Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B180-1].

PRICING DATA – AUDIT – INSPECTION (JAN 2006): [Clause Included Pursuant to Section 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. Section 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. Section 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 Section 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.

[07-7B185-1]

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. [07-7B205-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

[07-7B212-1]

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units’ designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

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. [07-7B240-1]

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 be void ab initio. [07-7B245-2]

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.

If the contractor elects to terminate this contract, it must notify the University **in writing** at least 120 days prior to the requested termination date. The contract may be terminated by the University upon thirty (30) days written notice if the **contractor** fails to correct any breaches of its contractual obligations within a reasonable time as determined at the University's sole discretion.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

SECTION NOT APPLICABLE -- INTENTIONALLY OMITTED [08-8005-1]

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**
- 4. USC CLA SCOREBOARD DRAWINGS**

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.

USC CLA Scoreboard Drawings of the solicitation (11 total) are in Drawings 1 to 3, 4 to 6, 7 to 9, and 10 and 11.