UNIVERSITY OF SOUTH CAROLINA	**FIXED PRICE BID**	Solicitation Number Date Printed Date Issued Procurement Officer Phone E-Mail Address	**USC-FPB-3094-DG-Re-bid** **March 10, 2017** **March 10, 2017** **Dennis Gallman** **803-777-4115** **gallmand@mailbox.sc.edu**

DESCRIPTION: Armed Security Guard Services for The University of South Carolina

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY: (Opening Date/Time):	**3/20/2017**	**11:00 AM**	See "Deadline for Submission of Offer" provision
QUESTIONS MUST BE RECEIVED BY:	**3/15/2017**	**12:00 PM**	See "Questions From Offerors" provision
NUMBER OF COPIES TO BE SUBMITTED:	**One (1) Original in Hardcopy and 1 (1) copies marked 'Copy (Original Hardcopy Shall Prevail)**		

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

CONFERENCE TYPE: N/A As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION:

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on March 22, 2017**.** The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) __Sole Proprietorship __Partnership __Corporate entity (not tax-exempt) __Tax –exempt corporate entity __Government entity (federal, state, or local) __Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)	
TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	

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(Return Page Two with Your Offer)

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

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

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)

End of PAGE TWO

Solicitation Outline

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

I. Scope Of Solicitation

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

The purpose of this solicitation is to provide sources for Armed security guard services as listed herein for the University of South Carolina. Contractors will be placed on a provider list from which the University of South Carolina Division of Law Enforcement and Safety will select a contract provider for selected duties as required throughout the University. Being placed on a provider list does not guarantee that a contractor will be asked to supply unarmed security guard services during the contract term.

MAXIMUM CONTRACT PERIOD -– ESTIMATED (January 2006): April 1, 2017 thru March 31, 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".

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 (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://purchasing.sc.edu. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

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 (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)
(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

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

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

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

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

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

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

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

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

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

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

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

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

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

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (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 (JANUARY 2006) By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (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: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) 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-A]

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]

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

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

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]

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with

enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (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.]

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).

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

SIGNING YOUR OFFER (JANUARY 2006) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

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

SUBMITTING 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]

SUBMITTING A PAPER OFFER OR MODIFICATION

Paper offers are required. (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.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to

be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

SUBMITTING A PAPER OFFER OR MODIFICATION: (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. [02-2A130-2]

II. Instructions To Offerors - B. Special Instructions

SUBMISSION OF QUESTIONS

Mark envelopes on questions mailed:
QUESTIONS: USC-FPB-3094-DG-Re-Bid
Title: Armed Security Guard Services for the University of South Carolina

Attn.: Dennis Gallman

QUESTIONS MAY BE E-MAILED TO:	**FAXED TO:**
gallmand@mailbox.sc.edu	**803-777-2032**

DISCUSSIONS WITH BIDDERS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid. Documentation concerning the clarification must be subject to disclosure upon request as required by Section 11-35-410 of the Consolidated Procurement Code.

PROTEST - CPO - MMO ADDRESS (JUNE 2006)
Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

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

your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

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

ADDITIONAL CONTRACTORS ADDED TO CONTRACT

During the term of this contract, the University may add additional contractors annually to the contract. Vendors that wish to be considered for contract during the contract term must submit complete bids to the Procurement Officer at the University of South Carolina Purchasing Department at least ninety (90) days prior to each contract anniversary for evaluation. Only bidders that are determined to be responsive and responsible will be awarded contracts.

SAMPLES OR DESCRIPTIVE LITERATURE

Samples or descriptive literature should not be submitted unless expressly requested and regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the Fixed Price Bid.

III. Scope of Work / Specifications

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

The detailed specifications below must be complied with in providing the services identified herein.

1. General Statements

1.1 The University of South Carolina Division of Law Enforcement and Safety is the primary department responsible for all safety and law enforcement issues concerning the University. The Associate Vice President of the Division, or his designee, shall have final authority over all matters regarding this contract.

1.2 Only contractors approved through this contract and authorized by the Division of Law Enforcement and Safety are authorized to provide services on the property of the University of South Carolina

1.3 The Contractor will have a representative meet the designated officials from the University to discuss security concerns as necessary.

1.4 The Contractor will maintain an office in Columbia. Such contractor shall have at least 1 phone number that is operated 24 hours a day, 7 days a week, for contact by the University where they can immediately reach a person in authority.

1.5 The Contractor must agree to indemnify and save harmless University of South Carolina from claims, suits, actions, damages and costs arising out of or resulting from the performance of this contract, vandalism and acts of God excepted.

1.6 Guards shall be employees of the Contractor, who shall pay all salaries, all social security, unemployment insurance, and any similar taxes for its employees.

1.7 The contractor shall provide each employee with all required training, uniforms, and equipment.

1.8 The Division of Law Enforcement and Safety (hereafter referred to as Division) may provide access to and/or assign equipment to guards for use while on-duty.

1.9 Any equipment provided for the use of guards shall remain the property of the Division.

1.10 All recordings (audio and video) made using body worn video shall be and remain the property and under the sole control of the Division.

1.11 Use of body worn video demonstrates understanding and consent to recording both audio and video, and that there is NO reasonable expectation of privacy in any area within view and in which sounds may be heard.

1.12 Guards who are involved in an incident may be required to appear in court and testify. Dress code for court is full uniform or coat and tie for men and business attire for women.

1.13 The contractor must be able to provide a minimum of five armed security guards, who have complied with all requirements included in this procurement, who can respond to an emergency situation on campus within a three-hour period after notice.

1.14 Any (all) Division information, records, documents, including but not limited to policies and procedures, emergency plans, post orders, and or any other forms or documents, including those provided to contractor’s and guards shall not be reproduced or redistributed.

1.15 The Division does not guarantee that any services shall be requested under this contract, even if a contractor is approved to provide services

1.16 The Division is the only entity authorized to request or utilizes services under this contract

2. Contractor acknowledges that the following acts may constitute a breach of this agreement. Such acts include, but are not limited to the following:
    2.1 Guard does not report for work as scheduled.
    2.2 Guard reports to work out of uniform.
    2.3 Guard reports to work under the influence of alcohol or illegal drugs.
    2.4 Guard fails to perform his or her assigned duties (e.g., asleep on the job, fails to verify the status of individuals entering facilities, etc.).
    2.5 Guard engages in any other act that could adversely impact the health and /or safety of the University community.
    2.6 Duplication or distribution of a Division record, document, or other information
    2.7 In the event that the contract is terminated for cause, the contractual remedies allowed by state law as contained in this document shall also be imposed.
3. In the event that the contract is terminated for cause, the contractual remedies allowed by state law as contained in this document shall also be imposed.
4. Assignments and Work Schedules
    4.1 Hours and scope of assignments shall be communicated to contractor 30 days in advance, when possible.
    4.2 The Division may, without cost, cancel any work schedule or assignment upon notice to the contractor
    4.3 The Division reserves the right to reject any supervisor or guard from an assigned duty without the consent of the contractor with or without cause.
    4.4 All work schedules and assignments are expected to be completed as requested. In the event of an employee emergency, the contractor shall immediately notify the designated University supervisor when an assigned duty post must be vacated and of the time period required to post replacement personnel.
    4.5 Guards are required to be on time and properly dressed and equipped for the work assignment.
    4.6 Guards may be required to work an eight-hour shift without a meal period or rest break. If the assignment can be conducted and breaks taken, two 10-minute rest periods and one 30- minute meal period are permissible. The Division supervisor shall determine if and will notify the guard at the beginning and end of each break and meal period. Such breaks are only authorized with the consent of the Division supervisor and while a replacement is present.
    4.7 Guards shall not leave an assigned duty post without permission of the designated Division supervisor.
5. Reporting
    5.1 Events of the following kind must be reported to the University Police Department immediately:
        5.1.1 Any circumstance that involves personal injury or property damage.
        5.1.2 Any hazardous circumstance that could involve imminent, personal injury.
        5.1.3 Any violation of the law or suspicious circumstance.
    5.2 Guards should have experience in completing statement and report forms. Reports should be factual, in chronological order and should contain clear language. Reports should not contain slang or radio codes.

5.3 Any time a guard observes or is involved in a criminal incident, he/she should be prepared to make a statement that is factual and in chronological order.

5.4 Required written reports should be completed prior to leaving at the end of duty.

5.5 Guards shall report immediately to the Division Communications Center upon reporting to assigned post and ending tour of duty or being relieved

6. Training, Certification and Bonding

6.1 The contractor and its employees must be licensed with the SC State Law Enforcement Division (SLED) as required by South Carolina Law.

6.2 Guards must be bonded if required by South Carolina Law.

6.3 Prior to being placed for duty, each guard is required to have participated in SLED certification classes as mandated in SLED regulations pertaining to Armed Security Guard. Each guard must have in his/her possession the SLED registration card as required by law.

6.4 Guards must possess basic skills common to security guard duties including but not limited to the ability to:

6.4.1 Communicate clearly both orally and in writing.

6.4.2 Follow directions and orders.

6.4.3 Display interpersonal skills in dealing with large crowds.

6.4.4 Direct vehicular traffic (only on campus property)—using hand signals in daytime and flashlight batons in nighttime situations.

6.4.5 Secure restricted areas and limit access to authorized persons.

6.4.6 Recognize safety hazards and initiate appropriate action.

6.4.7 Assist police with law enforcement duties.

7. Review and selection of guards authorized to provide service

7.1 The contractor shall identify guards intended to provide service under this contract, guards must successfully clear a background review and Division required training.

7.2 Guards who have been authorized by the Division to provide service will be issued a University affiliate identification card, which must be worn and displayed at all times when providing service.

7.3 The Division requires copies of the contractors complete personnel records, including but not limited to; hiring, training, background investigation, discipline, commendations, any/all testing, and certifications be provided for all guards intended to provide service.

8. In addition to specific training requirements of each contractor any guard assigned to perform work must complete a training course conducted by the Division. All training provided by the Division will be completed in no more than 40 hours.

8.1 Guards will receive additional training from the Division in:

8.1.1 Use of radios, body worn video, and any other issued or assigned equipment;

8.1.2 Security Awareness;

8.1.3 Use of walk through metal detector (WTMD);

8.1.4 Post orders and procedures;

8.1.5 Division code of conduct;

8.1.6 Emergency Plans;

8.1.7 Division use of force policy and procedures;

8.1.8 Weapons qualification;
8.1.9 Defensive tactics; and
8.1.10 Verbal de-escalation.

8.2 Additional training may be required pre-service and/or completed during a brief period following reporting for duty;

8.3 Guards will complete annual in-service training from the Division in the use of force, defensive tactics, verbal de-escalation, and emergency plans;

8.4 Guards who are not able to successfully complete the required training are not authorized to provide services and will relinquish their USC affiliate ID card (if issued);

8.5 The contractor shall bear the cost of all training. Time in training provided by the contractor or Division shall not be billed to the University. This excludes training conducted while on-post.

9. Conduct

9.1 Guards, who park their vehicles on the campus of the University must register their vehicles and display a current university decal/hangtag.

9.2 Guards should be polite and courteous when dealing with the public.

9.3 Guards may have to be firm in order to fulfill their mission; yet, they should remain courteous and professional.

9.4 The primary concern of guards while on duty will always be the safety and welfare of the public.

9.5 The use of profanity, off-color remarks, or discriminatory jokes (i.e. race, ethnicity, sex, handicap, etc.) while on duty is prohibited. Guards will not fraternize, solicit, or attempt to obtain personal property or thing of value from any University faculty, student, staff or guest.

9.6 Guards are expected to come to work rested in order to remain alert while on duty. Sleeping or the appearance of sleeping on duty is grounds for immediate dismissal from service.

9.7 Guards shall not show up for work with the slightest odor of alcohol on their breath. Guards shall refrain from reporting to work under the influence of prescription or non-prescription drugs that impair their abilities or senses. Consumption of alcohol or dangerous drugs while on duty shall be cause for immediate dismissal.

9.8 Guards shall conduct themselves to comply with the University Police Department code of ethics at all times while on University property.

10. Uniforms and Appearance

10.1 The contractor is required to provide uniforms to all of its guards. Uniforms and badges must all conform to the following standards:

10.1.1 Not resemble any of the Division's uniforms.
10.1.2 Be approved by the Division.
10.1.3 Be immediately identifiable as a guard.

10.2 Guards shall report for duty neat and clean with freshly laundered uniforms and shoes polished.

10.3 All assignments must be performed in full uniform unless otherwise requested for a specific assignment.

10.4 An exception for additional clothing will be made in severe weather conditions.

11. Equipment and Supplies

11.1 All guards shall report for duty with the following equipment:

11.1.1 Pens and/or pencils and a note pad.

11.1.2 Guards with after-dark assignments shall report for duty with a flashlight.

11.1.3 Traffic assignments require a traffic safety vest to be worn and, if after dark, a flashlight with a traffic wand attached.

11.2 Guards are not authorized to carry conducted energy devices (Tasers) or OC (or other irritant) spray, or any other intermediate weapons or equipment not specifically authorized by the Division;

11.3 The University may furnish equipment for guards while performing their duties at the University. The Division supervisor shall designate personnel to receive equipment.

11.3.1 When guards are using radios furnished by the University, they are expected to use clear English when describing a problem if the proper radio code is not known.

11.3.2 Radio transmissions should be restricted to brief business messages. Unnecessary chatter is prohibited.

11.3.3 Guards are required to monitor the radio-channel designated for their specific duty assignment. The radio should have the volume controls adjusted in a manner to be able to hear and respond to calls at all times.

11.3.4 Equipment provided by the University must be signed in and out on the proper log.

11.3.5 Malfunctioning equipment should be reported immediately.

11.3.6 The contractor shall be held responsible for abuse, neglect or loss of equipment issued to its guards to include all costs for repairs or replacement. Any equipment purchased as a result of abuse, neglect or loss paid by the contractor shall be the property of the Division. The contractor will be provided a bill for the actual costs and will remit payment within 30 days. Payments not made within 30 days will result in the amount due being withheld from the next university payment(s).

11.3.7 When issued body worn video, guards will comply with Division policy, post orders, and instructions from supervisors concerning under what conditions they will activate the recording.

12. Billing/Rates

12.1 Billing may be based on a minimum payment for four hours service per call.

12.2 Billing must be based on the contract rate for service provided.

12.2.1 A maximum rate of $22.00 per hour for standard notification (guards requested a minimum of 2 days in advance)

12.2.2 A maximum rate of $33.00 per hour for emergency notification (guards requested a minimum of 3 hours in advance)

12.2.3 Requests for rate increases must be submitted by the contractor

12.2.4 Rate increases not to exceed 3% will be reviewed annually.

12.2.4.1 A minimum of 50% of any increase must be paid directly to guards

12.2.5 Rate increases are at the sole discretion of the Division.

12.3 Time and one half rates or other premiums will not be paid for any service, including service requested on holidays or for services provided by guards who are on duty for more than 40 hours in one week.

12.4 Guards must be paid a minimum of $14.00 per hour.

12.5 The Division will not pay any shift differentials for posts outside normal working hours (Monday – Friday 0800 – 1700 hours)

12.6 Invoices consisting of an original and two copies with time sheets showing contractor employee's name, hours and function or location of services must be submitted within 5 days of service provided by the contractor. In situations where services are provided over longer periods, invoices must be submitted each two-week period.

12.7 Invoices for all on-campus events to be mailed to: University of South Carolina Division of Law Enforcement and Safety, ATTN: Chris Wuchenich, 1415 Henderson St, Columbia, SC 29208

13. Services to be Provided

13.1 General duties may include, but not be limited to;

13.1.1 Monitoring select fixed posts;

13.1.2 Monitoring video surveillance;

13.1.3 Patrolling interior and exterior of the facility;

13.1.4 Controlling all access and screening of visitors into the facility;

13.1.5 Monitoring and verifying all deliveries;

13.1.6 Operating and monitoring walk through metal detector;

13.1.7 Monitoring and enforcing parking in areas surrounding the facility; and,

13.1.8 Provide an armed guard presence to react in the event of an incident.

13.2 Guards are responsible for maintaining knowledge of and required to comply with the post orders, Division policies and procedures, and other written emergency operations plan;

13.2.1 In the event of conflicts between the post orders, Division Policies and Procedures, and/or emergency operations plans guards will follow the guidance of the post orders, then Division policies and procedures and make notification as soon as practical, no less than before the end of the current shift, of the conflict to the Division supervisor;

13.2.2 Division supervisors may issue temporary alterations to post orders and instructions

14. Guard Stipulations and Supervision

14.1 All guards shall be briefed and trained to understand that they also serve as the first form of contact with the public and other agencies. With this in mind it is expected that a high level of professionalism be exhibited at all times;

14.2 Supervision of guards will be the responsibility of a Division supervisory officer reporting to the Division on- duty supervisor and their subsequent chain of command;

14.3 Guards will be subject to background checks (and/or review of contractor completed checks), will receive Division mandated and provided training, will be issued USC Affiliate identification cards;

14.4 USC Affiliate ID cards remain the property of the Division and must be relinquished upon demand of any supervisory Division officer;

14.5 USC Affiliate ID cards must be worn and displayed while on-duty;

14.6 Guards shall at no time ever present or represent themselves as a USC employee or officer;

14.7 Guards shall not take action or have authority on any parts of campus they are not specifically assigned to protect;

14.8 Guards shall remain the employee of the contractor and are not employees of the University or Division.

15. Qualifications of contractor and documentation to be provided

(SEE SECTION V)

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]

15.1 Doing business under same corporate name for minimum of 10 years

15.1.1 License issued by government agency

15.2 Doing business in South Carolina for a minimum of 5 years

15.2.1 License(s) issued by government agency

15.2.2 Current license

15.3 Local office within 50 miles of Division of Law Enforcement and Safety Headquarters. 1415 Henderson Street, Columbia SC, 29208

15.4 Fulltime training officer on staff.

15.5 Minimum of $3,000,000 in revenues from Armed Guard services, for at least each of the last three years.

15.6 Three references, utilizing armed guards, where services have been provided for more than 3 years, to include at a minimum one government facility and one corporate facility

15.6.1 Name of agency/company to whom services have been provided

15.6.2 Date services provided

15.6.3 Description of services provided

15.6.4 Number of guards assigned to providing service

15.6.5 Point of contact at agency/company with knowledge of services

15.7 Basic training program for guards in excess of state mandated minimum requirements

15.7.1 Description of training program

15.7.2 Documentation of training being provided (training record)

15.7.3 Documentation of rate paid to guards

15.7.4 Documentation of benefits provided to guards

15.8 Additional information to be considered by Division in evaluating and approving contractors

15.8.1 History of complaints and/or any other derogatory information available from the State Law Enforcement Division

15.8.2 Division experience with the contractor

15.8.3 History of complaints and/or any other derogatory information available from the Better Business Bureau

15.8.4 History of complaints and/or any other derogatory information available from any other state agency in South Carolina or any other jurisdiction in which the contractor has conducted business

15.8.5 Civil court records

15.8.6 Criminal court records

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]

ADDITIONAL QUALIFICATIONS

Bidder must have at least 10 years experience as a licensed company before being considered. Furthermore, bidder must have been awarded contracts which call for a minimum of 25,000 hours per year within the last 2 years and provide evidence and references for the same.

Bidders must submit the names of five or more clients where they presently provide services and minimum manpower levels of the following:

1) Concerts -- 3 clients, minimum three events, with attendance of 8,000 or more and requiring 20 or more security officers.
2) Building and Personnel Security -- 2 clients, one with a requirement of seven nights per week using at least 12 security officers and one with a requirement of at least three nights per week service with responsibility for building security and access, patrol for fire, theft, vandalism, and other problems arising with buildings, contents, occupants or residents.

VI. Award Criteria

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

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

EVALUATION/AWARD
Award will be made to all responsive and responsible bidders to the University's request for competitive fixed price bidding. The maximum pay rate per hour is listed in Attachment "A".

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

VII. Terms and Conditions - A. 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 (JANUARY 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (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 (JANUARY 2006)
(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

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

DISPUTES (JANUARY 2006)wq: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement"

means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JANUARY 2006). Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JANUARY 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JANUARY 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS - (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (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.

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 (JANUARY 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.

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

PURCHASE ORDERS (JANUARY 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

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

SURVIVAL OF OBLIGATIONS (JANUARY 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JANUARY 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the

contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JANUARY 2006) Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY (JANUARY 2006) This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JANUARY 2006) The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

VII. Terms and Conditions - B. Special

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

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

shall designate a responsible member of the Contractor's organization to be at the site 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]

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR'S 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.

Insurance

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. Coverage shall be at least as broad as:

i) **Commercial General Liability (CGL): covering CGL on an "occurrence" basis, including products-completed operations, errors and omissions, personal and advertising injury, false arrest, false imprisonment, malicious prosecution, invasion of privacy, defamation of character, libel or slender and shall include coverage under the policy for the armed operations of all security guard personnel 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.**

ii) **Auto Liability: covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limits no less than $1,000,000 combined single limit for bodily injury and property damage.**

iii) **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.**

iv) **Employee Dishonesty Bond covering the loss of money or other property caused by the contractor's employees for which the contractor may be liable with the minimum coverage of $50,000 per claim.**

v) **Excess/Umbrella Liability insurance, on an occurrence basis, in the amount of $5,000,000/$5,000,000 aggregate.**

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 and the

Umbrella/Excess 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. If the use of firearms is covered under a special insurance policy, the Authority will be named as an Additional Insured on the policy, and all sections within this exhibit will apply to that coverage. 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.

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.

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.

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.

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.

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.

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.

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]

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 Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.
(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee'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 contractors ability to defend such action. Indemnitee 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. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee'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 Indemnitee 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 Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee 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) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

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]

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.

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.

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

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

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]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015): (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will void ab initio. [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 a 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.

Bidding Condition of Price

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

SUBCONTRACTING

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

YEAR 1

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Armed Security Guard Services per enclosed specifications	$22.00	$

YEAR 2

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Armed Security Guard Services per enclosed specifications	$22.00	$

YEAR 3

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Armed Security Guard Services per enclosed specifications	$22.00	$

YEAR 4

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Armed Security Guard Services per enclosed specifications	$22.00	$

YEAR 5

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Armed Security Guard Services per enclosed specifications	$22.00	$

Provide details on the pricing components used to derive your proposed hourly rate, to include, but not limited to:

- Uniform costs
- Management costs
- Profits
- Employee pay rates

YEAR 1

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Armed Security Guard Services for emergency notification per enclosed specifications	$33.00	$

YEAR 2

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Armed Security Guard Services for emergency notification per enclosed specifications	$33.00	$

YEAR 3

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Armed Security Guard Services for emergency notification per enclosed specifications	$33.00	$

YEAR 4

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Armed Security Guard Services for emergency notification per enclosed specifications	$33.00	$

YEAR 5

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S CONTRACT RATE
Armed Security Guard Services for emergency notification per enclosed specifications	$33.00	$

Provide details on the pricing components used to derive your proposed hourly rate, to include, but not limited to:

- Uniform costs
- Management costs
- Profits
- Employee pay rates

Resident Contractor Preference _____

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

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

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

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

Bidder is to submit the following for preferences requested above:

1) Identify the subcontractor to perform the work:

2) Identify the work the subcontractor is to perform:

3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement.

IX. ATTACHMENTS TO SOLICITATION

1. **IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
2. **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (DEPT. OF REVENUE FORM I-312)**
3. **OFFEROR'S CHECKLIST**
4. **ATTACHMENT A - SPECIFICATIONS FOR SECURITY GUARD SERVICE**
5. **ATTATCHMENT B- POTINTIAL VENDORS QUESTIONS AND THE UNIVERSITY OF SOUTH CAROLINA RESPONSES.**

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.

_____ (Seal) _____

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

If Corporate officer state title:

_____

(Name - Please Print)

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

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.
You do not need to return this checklist with your response.

Attachment A

S.C. STATE BUDGET & CONTROL BOARD
OFFICE OF GENERAL SERVICES
MATERIALS MANAGEMENT OFFICE
1201 MAIN STREET, SUITE 600
P.O. BOX 101103
COLUMBIA, S.C. 29201

SPECIFICATIONS FOR SECURITY GUARD SERVICE

(This specification is released for procurement purposes until revised, rescinded or withdrawn)

SCOPE

This specification covers services for furnishing all labor, material, equipment, supplies and transportation necessary to provide the required level of service.

I. CLASSIFICATION

This section is not applicable.

II. APPLICABLE STANDARDS

S.C. Code of Laws 1976 – Title 40, Sec 40-17-10
Provide Detective and Private Security Agencies Act
State of South Carolina
State Law Enforcement Division
P.O. Box 21398
Columbia, S.C. 29221

S.C. Private Detective and Security Agencies Rules and Regulations
State of South Carolina
Law Enforcement Division
P.O. Box 21398
Columbia, S.C.

III. REQUIREMENTS

A. Licenses/Registration

The Security Agency and security officers performing services pursuant to this bid package and specifications shall be licensed or registered in accordance with S.C. Code of Laws 1976 – Title 40, Sec 40-17-10, Private Detective and Private Security Agencies Act. Also, when applicable, each security officer shall be required to maintain a current permit to carry firearms in accordance with the law. Verification of compliance with the law shall be furnished upon request.The Security Agency awarded the contract shall submit, prior to start date, a list of all security officers assigned to this contract along with registration/identification cards as approved/provided by SLED.

B. Security Agency Office

A business office shall be maintained which is properly equipped and staffed to carry out all normal business functions of a private security agency.

Any additional means as may be necessary to fulfill the requirements of this bid package and specifications shall be established.

C. Security Coverage

Security coverage is defined as prevention of loss of property or harm to personnel by monitoring for fire, theft, vandalism or unauthorized persons conducting themselves in an unsafe or unruly manner.

D. Security Agency Employees

All security officers provided shall be employees of the security agency. The security agency shall pay all salaries, Social Security taxes, and Federal and State unemployment insurance and any other required taxes relating to such employees.

E. Code of Conduct

All security officers assigned sha ll be bound at all times by a code of conduct which strictly regulates their personal appearance, conduct, attitude and conduct with people.

F. Physical Condition of Officers

Assigned security officers must be in good physical health and condition and shall have no physical disability, which restricts or impairs performance of all duties and responsibilities normally expected of a security officer.

G. Training Officer

A certified company training officer shall have met all requirements for such officer as established by law and be recognized by the S.C. Law Enforcement Division. Such Officer shall have attended a training seminar conducted by SLED of at least forty (40) hours and shall be required to attend refresher or update training as may be required by SLED.

H. Training Records

A current formal training record on each officer assigned shall be established and maintained to formally document all training provided. Such records shall include training required by law for registration by SLED, all weapons qualifications training and any specialized training the officer has received. All such training records shall be made available to the State upon request.

I. Officer Attire

The security agency shall supply all security officers assigned with appropriate professional uniforms and nametags, and any special safety equipment required in the performance of their duties. Firearms and related equipment such as mace and black jack, when required, shall be as indicated in the Other Provisions (continued) section of this bid package.

All security agency uniforms must be clearly distinguishable from that of an official law enforcement officer as provided for in the S.C. Private Detective and Security Agencies Rules and Regulations.

J. Supervision

The security agency shall be responsible for the direct supervision of all assigned officers through its designated representatives at the premised to which this contract relates. Such representatives shall in turn be available at reasonable times to report to and confer with the designated representatives of the State with respect to services.

K. Administrative Supplies

The security agency shall provide all registration forms, incident report forms, log books, investigation report forms, check off sheets and other administrative supplies necessary to carry out all requirements of the contract.

L. Indemnification

The security agency shall be held for theft, loss or damage to personnel or property resulting from the negligent, fraudulent or dishonest act(s) of its employees.
It shall be expressly agreed and understood between the parties of this contract that the security agency does hereby agree to indemnify and hold harmless the State of South Carolina from all claims, suits, actions, damages and costs of every description arising out of or resulting from the performance of this contract or from the failure of the security agency to perform under this contract, acts of God expected.

M. Polygraph Test

Security office's involvement or suspected involvement in any allegation or misrepresentation will require that he submit to polygraph testing.

N. General Duties

The security officers assigned shall perform the following general security duties:

1. Report any unusual incidents or hazardous conditions as soon as possible to representatives designated by the State. These my include, but not be limited to, fire, criminal activity, chemical spills, telephone outage, power outage, equipment malfunction, etc.

2. Submit a written report covering all incidents or hazardous conditions referenced in 1 above at that conclusion of each tour.

3. Perform all specific duties in accordance with bid requirements. These duties shall include, but not be limited to, inside patrol areas, work schedules, contract personnel, maintaining daily activity log and any other duties as may be specified in the Other Provisions (continued) section of this bid package.

4. Officer personnel shall also perform any additional future duties, which the State and contractor may agree upon in writing after these duties haven had been duly authorized in writing by proper authority. Such duties may include, but not be limited to, monitoring of specific plant equipment and exterior security lightning, inspection of fire detection and control equipment, outside patrol areas which may require use of vehicle, traffic and crowd control, administering first aid, permanent assignment of security officers, etc.

O. Adjustments of Services

The State reserves the right to adjust the number of security guards, duty schedule or locations as may be deemed necessary during the contract period. The hourly cost per security guard shall be utilized to obtain the change in contract price resulting in adjustments in service.

P. **Insurance**

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. Coverage shall be at least as broad as:

i) **Commercial General Liability (CGL): covering CGL on an "occurrence" basis, including products-completed operations, errors and omissions, personal and advertising injury, false arrest, false imprisonment, malicious prosecution, invasion of privacy, defamation of character, libel or slender and shall include coverage under the policy for the armed operations of all security guard personnel 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.**

ii) **Auto Liability: covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limits no less than $1,000,000 combined single limit for bodily injury and property damage.**

iii) **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.**

iv) **Employee Dishonesty Bond covering the loss of money or other property caused by the contractor's employees for which the contractor may be liable with the minimum coverage of $50,000 per claim.**

v) **Excess/Umbrella Liability insurance, on an occurrence basis, in the amount of $5,000,000/$5,000,000 aggregate.**

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 and the Umbrella/Excess 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. If the use of firearms is covered under a special insurance policy,

the Authority will be named as an Additional Insured on the policy, and all sections within this exhibit will also apply to that coverage. 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.

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.

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.

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.

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.

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.

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.

Q. WARRANTY

The contractor warrants to the State that all services performed as result of this bid and specifications will be performed in a professional manner consistent with industry practice.

SERVICE, PARTS AND MANUALS

This section is not applicable.

ACCEPTANCE EVALUATION AND QUALITY ASSURANCE

The contractor shall ensure a professional, reliable and efficient effort to protect the State's property and personnel against security and safety hazards.

The contractor agrees that the security services covered by this contract shall be performed in accordance with accepted security practices and standards. The contractor further agrees that upon request by the State any of the employee's assigned, who in the opinion of the State is not performing satisfactorily, will be reassigned in a timely manner (24 hours notice in case of emergency). Furthermore, the State may at any time exercise the option to interview officers before assignment.

Contractor must also furnish a telephone number for use while officer(s) is on duty. This number will be used to notify contractor of any problem encountered, i.e., complaint, failure of officer to report for duty, substitution of currently assigned officer, etc.

DELIVERY AND PAYMENT

Payment for services rendered shall be made monthly based upon valid and approved invoices submitted to the State. All invoices shall be verified against actual services rendered and must be signed by a state representative certifying that services have been received.

Attachment B

QUESTION: Are Supervisors and Rovers billable at the hourly rate?

- Answer – N/A - not requesting supervisors or rovers

QUESTION: The Solicitation stipulates a maximum hourly rate of $13.50 for year one, with progressive maximum rates for the following four years. $13.50 is the current published hourly rate for this contract, and has been for the past five years. The Solicitation mandates a minimum pay rate of $8.75 for day shift and $9.25 for night shift officers, which represent a significant increase over the wages given in the 2010 Solicitation.

Overtime required for staffing surges and holiday pay are not billable above this $13.50 rate, although its reasonable to assume that wages required to staff this security program and retain officers have risen over the past five years. If the cost of the Supervisors and Rovers are to be absorbed by the vendor, we must assume that the wages required to hire and retain these employees have increased as well over the past five years.

There is an additional new requirement for 4 hours pre-employment training by USC Police Department for each officer, cost to be absorbed by the vendor.

Other overhead costs for all security vendors, including the implementation of the Affordable Care Act, have increased over the past five years.

Given all the above contract stipulations, and increases in cost of providing the service, will USC consider leaving the maximum hourly rate open for years one through five?

- Answer – N/A – have specified processes and limitations for annual rate increases

QUESTION. Conduct. This section references registration of vehicles for officers parking on campus. Is there an annual cost associated with vehicle hangtags for officers parking on campus? If so, what is that cost?

- Answer – yes - this needs to come from Parking Services

QUESTION: Uniform requirements: Sets forth very specific uniform requirements involving a yellow crew neck t-shirt, however p 45 (I) describes officer attire as “professional uniforms.” Please confirm that the specific description on page 18 is correct for all officers, and advise if there are any scenarios where different uniform styles would be required.

- Answer – N/A – see details provided

QUESTION: Billing Rates: letter (b) specifies that no overtime rates may be billed for holidays or for officers working in excess of 40 hours per week. In the event that USC specifically requests special temporary or emergency coverage that necessarily results in officers incurring overtime, will that cost be billable?

- Answer – no – we are setting a higher rate for “emergency” coverage will not pay anthing beyond the rate specified

QUESTION: Training and Requirements: this section makes reference to a requirement for specific pre-assignment housing training for any officers working in dormitories. Is this training provided by USC, or is there a prescribed program that contractor is required to utilize? How many additional hours is this training, and is there a specific cost associated with it?

- Answer – N/A – required training details provided

QUESTION: Training and Requirements: the third bullet indicates that "additional training may be required as additional training needs are identified." Page 17, letter F indicates that the contractor is responsible for all training costs. Should USC identify additional training requirements after the contract start, will those costs be billable?

- Answer – training beyond that identified as required before service will be provided while personnel are "on-duty"

QUESTION: Additional Equipment: Please identify any additional equipment required for the performance of the work, to include patrol vehicles (car, bike, golf cart, T-3), touring systems, personal protective equipment (PPE), communications devices, etc.

- Answer – none

QUESTION: Site tour. Can we schedule a campus walk-through prior to the bid due date?

- Answer – no

1. **Question**: Para. 8.5 – Is the contractor liable for the entire cost of all training included in paragraphs 8.1.1 to 8.3?

Answer: yes - not to exceed 40 hours - all other training will be conducted while "on-duty"

2. **Question:** Para. 11.2 – From our understanding SLED requires an intermediate weapon when equipping a firearm as a licensed Security Officer. Is there any room for negotiation on this topic?

   Answer: will authorize collapsible baton with documentation of training

3. **Question:** Para. 12.3 – The paragraph states that time and one half rates will not be paid for any service. Does this include Emergency Notification Coverage explained in paragraph 12.2.2?

Answer: yes but the approved rate for this type of coverage is actually time and 1/2