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|  <b>UNIVERSITY OF<br/>SOUTH CAROLINA</b> | <b>REQUEST<br/>FOR<br/>PROPOSALS</b>            | Solicitation Number: | USC-RFP-3159-CJ ReBid  |
|   |   | Date Issued:         | August 18, 2017  |
|   |   | Procurement Officer: | Charles Johnson  |
|   |   | Phone:               | (803)777-4115  |
|   |   | E-Mail Address:      | <a href="mailto:Charles.Johnson@sc.edu">Charles.Johnson@sc.edu</a> |
| Mailing Address:  | 1600 Hampton St Suite 606<br>Columbia, SC 29208 |                      |  |

DESCRIPTION: OUTSOURCING OF MANAGEMENT OF THE FITNESS OPERATIONS OF THE GREGORY HEALTH AND WELLNESS CENTER (GHWC) ON THE USC LANCASTER CAMPUS

USING GOVERNMENTAL UNIT: UNIVERSITY OF SOUTH CAROLINA

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

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

**SUBMIT OFFER BY (Opening Date/Time):** **September 8, 2017 at 3:00 PM** (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY:** **August 28, 2017 at 11:00 AM** (See "Questions From Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED:** **One (1) Original and Four (4) Hardcopies marked "COPY" plus One (1) Electronic Copy of the Proposal (Original Hardcopy Shall Prevail)**

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| <b>CONFERENCE TYPE:</b><br><b>DATE &amp; TIME:</b><br><br>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions) | <b>LOCATION:</b> |
|--|------------------|

|                               |   |
|-------------------------------|---|
| <b>AWARD &amp; AMENDMENTS</b> | Award will be posted on <b>10/2/2017</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.purchasing.sc.edu">http://www.purchasing.sc.edu</a> |
|-------------------------------|---|

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

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

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

**PAGE TWO**

(Return Page Two with Your Offer)

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

|  |   |
|--|---|
| PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)                                   | ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) |
| _____ Payment Address same as Home Office Address<br>_____ Payment Address same as Notice Address (check only one) | _____ Order Address same as Home Office Address<br>_____ 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](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

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

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

## Solicitation Outline

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

### I. Scope of Solicitation

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

MAXIMUM CONTRACT PERIOD — ESTIMATED (January 2006): [November 1, 2017- October 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".

It is the intent of the University of South Carolina to solicit proposals from qualified sources of supply to provide management of the fitness operations of the Gregory Health and Wellness Center (GHWC) at USC Lancaster in accordance with all requirements stated herein.

### II. Instructions To Offerors - A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-2]

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

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government

official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

**AWARD NOTIFICATION (FEB 2015)**

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

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

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

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

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
- (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

#### CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the

Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

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

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

[02-2A035-1]

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

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

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

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

#### DUTY TO INQUIRE (FEB 2015)

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

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

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

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

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing



business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (JUN 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". [Section 11-35-4210] [02-2A085-1]

#### PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

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

#### QUESTIONS FROM OFFERORS (FEB 2015)

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

REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

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

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

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

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

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

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

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

[02-2A105-2]

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

subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

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

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

[02-2A120-3]

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

#### SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its

sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

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

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number

(TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

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

## **II. Instructions To Offerors - B. Special Instructions**

### **SUBMISSION OF QUESTIONS**

**Mark envelopes on questions mailed:**

**QUESTIONS: USC-RFP-3159-CJ ReBid**

**Title: Outsourcing of Management of the Fitness Operations of the Gregory Health and Wellness Center (GHWC) at USC Lancaster**

**Attn.: Charles Johnson**

**QUESTIONS MAY BE E-MAILED TO:**

**[Charles.Johnson@sc.edu](mailto:Charles.Johnson@sc.edu)**

**FAXED TO:**

**803-777-2032**

**CONTENTS OF OFFER (RFP) (FEB 2015)**

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

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

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

(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1530(6), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1530(6); R.19-445.2080] [02-2B055-1]

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

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

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

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

PROTEST - CPO - MMO ADDRESS (JUN 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](mailto: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]

**NON-MANDATORY SITE VISITS - BY APPOINTMENT ONLY: Appointment for a non-mandatory site visit may be made by contacting Buddy Faile, USC-Lancaster; at (803) 313-7003 or [Buddyf@mailbox.sc.edu](mailto:Buddyf@mailbox.sc.edu)**

**THE FOLLOWING INFORMATION PERTAINS TO ALL SITE VISITS CONDUCTED BY USC LANCASTER PERSONNEL FOR THIS SOLICATION:**

**The purpose of the site visit is to give interested vendors an opportunity to view various parts of the Gregory Health and Wellness Center (GHWC) and to take pictures and/or measurements if you desire.**

**Hopefully, this will prove helpful to you in preparation of your bid, estimating properly the difficulty and cost of successfully performing the work, and (if awarded contract from the solicitation) successfully performing the work without any additional expense to the University.**

**While there are member(s) of the University of South Carolina Lancaster and GHWC staff present at the site visits who will share information with you throughout the site visit, and try his/her best to answer your questions, realize that nothing said during the site visits by any member of the University of South Carolina Lancaster and GHWC staff is legally binding. If you have question(s) that you want a binding answer to, you must submit your question(s) in writing to Charles Johnson by the deadline for receipt of questions, in order for the University to give a response to the question(s) in an upcoming amendment to the solicitation.**

**The University assumes no responsibility for any conclusions drawn or interpretations made by interested vendors based on the information made available during today's site visit. The University assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the contractual work by any of its officers or agents or staff members before the execution of the contract, unless that understanding or representation is expressly stated in the contract.**

#### **LEGAL AGREEMENTS INCLUDED WITH BIDS MUST BE CLEARLY LABELLED "SAMPLE"**

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

#### **SAMPLES OR DESCRIPTIVE LITERATURE**

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

### III. Scope of Work / Specifications

USC Lancaster (USCL) seeks established and reputable vendor in the fitness center industry to manage and enhance the fitness operations of the GHWC—a center that serves the community and the USCL campus.

#### **THIS CONTRACT WILL BE A REVENUE-GENERATING CONTRACT:**

**On an annual basis throughout the contract term, Contractor will compensate the University of South Carolina Lancaster (USCL) financially from the revenue generated from its management of the fitness operations of the Gregory Health and Wellness Center with USC Lancaster. USCL will not be responsible for any portion of the contractor's net loss from operations. Net loss is defined as the total operating revenues less operating expenses including interest, taxes, depreciation and amortization. Contractor is responsible for paying all federal, state and local taxes as required by law.**

REASON FOR OUTSOURCING: USC Lancaster is looking to outsource the fitness operations of the Gregory Health and Wellness Center in order to broaden the types of activities and programming available for our community and campus members and to appeal to a broader demographic especially young families with children. The University is seeking reputable firms that are able to market, program, and attract a diverse membership which will strengthen health and wellness instruction, activities, and programs for the greater Lancaster area to respond to the solicitation.

Summary of building maintenance: Construction was completed on the Gregory building in 1981, and the Center opened in September of that year. Apart from ad hoc repairs such as new flooring in the lobby, main floor hallway and fitness/workout area (former community room, flooring completed approximately early 2000s), a new roof (mid-1990s) men's shower and steam room renovations (around 2000) and a few other minor upgrades and refurbishments, the Center has never been renovated in a comprehensive manner.

In fiscal year 2013, the Gregory building was allocated \$400,000 by the state legislature for improvements to the building. That fall the prioritized deferred maintenance list for the building was updated in preparation for using the funding. The first use of the money was to replace the pool deck, paint the natatorium walls, and add a unisex, handicap-accessible changing room, shower, and dressing area in the former and then defunct whirlpool space adjacent to the pool. After coordination with the aquatics staff, the project began in late summer 2014 and the pool reopened around Labor Day. This area was of concern and a priority due to DHEC regulations regarding pool decks and surfaces. Just short of half of the \$400K was spent on this first project.

The second project using the previously allocated \$400K involved renovation of the lobby and membership services office suite. After coordination with the membership services office staff, this project was completed in the summer of 2015. The project updated the look of the lobby area



and office areas with new flooring/carpeting, furniture, entry and membership services desk areas, lighting, and paint. After these 2 projects, there is approximately \$10K left from the original \$400K allocated.

In Summer 2015, aquatics director alerted to the fact that the pool pump and filtration system needed repairs or replacement. In early Fall 2015, the process for an emergency project to replace the systems was begun. This was year 20 with the system with a life-span of about 15 years. Funds were approved, project was designed, and the system was replaced in November 2015. USCL asserts that the swimming pool is compliant with the Virginia Graeme Baker Pool and Spa Safety Act.

Approximately \$640K was appropriated for the Gregory Health and Wellness Center for FY 17. Using our updated deferred maintenance list for the building, we identified three major projects to target with these funds: replacement of solarium windows in the natatorium area (damaged in 1989 during Hurricane Hugo and in disrepair due to age), replacing the gym and racquetball court floors, and renovation of the men's and women's locker room, dressing, and shower areas. We have requested an expedited authorization of the funds so as to begin these projects somewhat earlier than in previous years. Projects to repairs these areas are on track to begin in late summer 2017.

1) Personnel: Contractor will consider hiring of current non-student and student workers at the GHWC.

This is based roughly on current staffing. These are estimates and may change if firm/organization chooses to change hours of operation or activities/services provided: Pool—aquatics director, and 10-12 trained and certified lifeguards depending on the number of swim lessons and the number of other water activities scheduled. This is based on the lifeguards being USC Lancaster students who have class schedules to attend.

Building supervisors, Full-time Center manager and 4-5 part-time building supervisors who cover the facility before and after regular business hours (8:30 to 5:00)

Membership services and check-in; this could be combined into a one-stop area, would need 6-7 part-time individuals and one full-time individual to cover week's worth of operation.

Fitness area attendants: 4-5 part-time. These can also serve as building supervisors at other times.

Maintenance and Custodial: Contractor shall be responsible for the daily operational maintenance and cleanliness of the GHWC facility with USCL responsible for major repairs equal to or greater than \$5,000.00 per occurrence. –Contractor shall maintain cleanliness of the GHWC grounds and empty outdoor waste receptacles within fifty (50) feet of the GHWC building. Landscaping and groundwork is the responsibility of USCL.

USCL will continue to provide and pay for inspections on backflow valves and GHWC fire extinguishers.

## Certifications:

As a minimum, all staff working in the GHWC are required to have documented current first aid, CPR and AED training from a reputable provider.

At least one person must be a Certified Pool Operator (CPO) responsible for maintaining the aquatic facilities compliant with all federal, state and local requirements including, but not limited to, the Americans with Disabilities Act and SC Department of Health and Environmental Control regulations.

There must be a certified health and wellness coordinator on staff capable of providing personal fitness assessments and plans to members.

2) Furniture and equipment: Contractor shall supply all furniture, supplies, computers, chemicals, and equipment necessary for operations of the GHWC. However, contractor may consider using the following USC Lancaster furniture and equipment if it wishes to. USCL asserts no warranties or obligations to maintain any of the supplies or equipment listed herein upon the Contractor assuming control of GHWC operations.

The building currently contains the following (all, except computer equipment, can remain after transition of operation):

Office and lobby area furnishings: These include 4-6 desks and desk chairs, 6-8 filing cabinets, 2 couches, 2 chairs, round seating area, 2 end tables which can all stay in the building.

IT and telephone: 10 telephones, 2 analog lines for FAX and credit card terminal, limited security cameras (9 cameras) and DVR recording system, bank of 10 television screens in treadmill area. All can stay, but contractor may wish to supply its own computers and software system for membership data.

Fitness area: 10 treadmills, 22 nautilus pieces of equipment, 15 elliptical pieces of equipment

Yoga room: mats

Gymnasium: pickle ball nets, paddles, and balls (two sets), basketballs, 28 spin bikes, elevated walking/running track, retractable bleacher system with seating for about 600, Zumba—Speaker and Projector, 15 Zumba sticks / Dumbbells

3 racquetball courts: various racquetball equipment for check-out

Free weight room: 10 Free Weight Stations with weights at each stations, 40 Dumbbells

### Pool chemicals and supplies:

From Pure Aqua: Accu-tab chlorine tablets, Thiosulfate, calcium hypochlorite granules, calcium chloride, sodium bicarbonate

From Home Depot: Muratic acid, squeegee heads & poles, brushes

From Praxair: CO2

### Pool equipment (all can remain after transition of operation):

- Pool area: 10-12 plastic deck chairs, 6-foot long, multi-tiered plastic shoe rack, life jackets, canoe for 4<sup>th</sup> grade swim program, weights, disabled person lift chair, Bathing suits , pull buoys , hand -paddles , speedo exercise belts, Gloves , ice packs , antibiotic ointment , 4X4 gauze, Sheila shine, CPR manikins, lifeguarding books & dvds: American Red Cross, staff T-shirts, CPR mask , fanny packs, Rubber stoppers for platforms
- From Recreonics: Hydrofit & speedo exercise dumbbells, lifeguard tubes, exercise belts, chlorine test tablets, chemical test kit, ambu-bags, break line buoy, Shepherds crook, ring buoy, vacuum cleaner, vacuum hose & poles, kick boards, noodles, pace clocks, lane lines, 3 swim instruction platforms
- From Wal-Mart: Noodles, bleach, toilet bowl cleaner, scrubbing bubbles spray, Clorox wipes, bleach spray

Additional note: There is an adjacent tennis court area (6 courts and a tennis shack with restrooms) behind the building that is currently open to community use without membership dues. This needs to remain outside of this contract as it is used by a local high school for practice and play. There is a picnic pavilion behind the tennis courts that is to remain outside of this contract as well.

Prior to Contractor assuming daily operations of the GHWC, the Contractor is entitled to conduct a thorough facility inspection at the Contractor's expense. Items of concern or deficiencies identified during the inspection will be mutually resolved between the Contractor and USCL prior to the Contractor taking over the facility.

### 3) Insurance Coverages:

#### INDEMNIFICATION AND INSURANCE REQUIREMENTS

Contractor agrees to indemnify and hold the University of South Carolina, their offices and employees harmless and free from loss, damage or expense arising out of claims for bodily injury or property damage as a result of Contractor's or Contractor's employees' acts or omissions in performing operations under this agreement. The University agrees to notify Contractor of any claims for which it seeks indemnity under this agreement in a timely fashion and to cooperate with the Contractor in the investigation, defense and

settlement of all such claims. The Contractor agrees to provide the following insurance coverages during the term of the contract.

Comprehensive general liability insurance, broad form, written on an occurrence basis, with defense cost provided in excess of the limit of liability, that will protect and defend the Contractor and any subcontractors, their employees or agents performing work covered by this Contract accordingly. The limits of coverage shall, as a minimum, be \$2,000,000 per occurrence / \$2,000,000 aggregate for bodily injury and property damage. The following coverage parts shall be included: personal injury Group A bodily injury and property damage, Group B personal and advertising injury, and Group C medical payments in the amount of \$5,000; broad form property damage with a minimum of \$500,000 for damage to premises rented by you; and contractual liability. Such policy of insurance shall be issued by a company or companies with at least an "A" Best rating or rating equivalent and qualified to do business in the State of South Carolina. The University shall be named as an additional insured.

Commercial Automobile Liability Insurance providing bodily injury and property damage coverage, covering all owned, non-owned, and hired vehicles used in connection with the activities undertaken under this Contract, with a combined single limit of \$1,000,000 for bodily injury and property damage. The University shall be named as an additional insured.

Workers' Compensation and Employer's Liability Insurance covering each employee engaged in the performance of the work under this Contract, with a limit of liability in accordance with applicable law in the case of Workers Compensation Insurance, and with the following limits of liability in the case of Employer's Liability Insurance:

Bodily injury by accident: Bodily injury by disease: Bodily injury by disease:

\$500,000 each accident  
\$1,000,000 policy limit  
\$500,000 each employee

Umbrella liability coverage of \$5,000,000 per occurrence. The University shall be named as an additional insured.

Contractor assumes all risk of damage to and loss of (by theft or otherwise) any Contractor fixtures, appliances, instruments, clothing or other property of Contractor or Contractor's employees, agents, guests, or other parties contracting with Contractor, as well as employees thereof, and The University is expressly released and discharged from any and all liability for any such loss. Contractor agrees to maintain in force, at all times during the term of this license, on all Contractor fixtures, equipment, personnel, and inventory in the Demised Premises, a policy or policies of insurance with companies licensed to transact business in the State of South Carolina, to the extent of 100% of the insurable replacement value thereof, the proceeds of which will, as long as this license is in effect, be used for the repair or the replacement of the property so insured.

Employee Dishonesty Insurance covering all employees of the Contractor, of a nature designed for fitness center operation, in an amount satisfactory to the University, at the inception of the contract. The insurance policy shall name the University as an additional insured in the event that the dishonesty of a Contractor employee results in a loss of University property.

Business Interruption Insurance covering loss of income and extra expense by the Contractor for the period of one (1) year resulting from interruption of business caused by any covered occurrence.

As necessary, Medical Professional Liability Insurance covering all employees, subcontractors and volunteers of the Contractor involved with hands on patient care in the amount of \$2,000,000 per occurrence / \$2,000,000 aggregate.

All insurance coverages shall be on an occurrence-basis. Claims-made insurance coverages will be acceptable only when occurrence-basis insurance coverages are not attainable, and when approved by the University. Claims-made coverages must include tail coverage for claims presented within thirty-six (36) months of Contract termination.

All insurance shall remain in full force and effect throughout the duration of the Contract. All insurance shall be secured by the Contractor from companies of recognized financial responsibility, licensed to do business in the State of South Carolina.

Failure or inability to secure the required minimum, or fully adequate, insurance by/for the Contractor, any subcontractors, any employees, or agents of either, shall in no way relieve the Contractor of their responsibility for its own acts or the acts of any subcontractors or any employees or agents of either.

The Contractor shall provide certificates evidencing each of the insurance policies to be maintained by each in compliance with the provisions of this RFP and the Contract at the start of the Contract. Each binder and policy required to be obtained and maintained by the RFP and the Contract shall provide that it may not be amended, modified or canceled without a minimum of thirty (30) days' notice to the University. Any changes or alterations affecting the University, its employees or agents must have prior approval, in writing, by the University. Contractor shall provide copies of insurance policies upon request of the University.

#### 4) Operating Costs: annual utility costs

Contractor will be responsible for all operating costs associated with its programs, including staffing, program's equipment and a progressive takeover of utilities (electricity, natural gas, water, and sewer). Contractor will maintain a separate budget for the operation of the GHWC and will make its Annual report available to USCL for review when requested.

Utilities are roughly \$130,000 a year. Copies of this year's budget and a copy of the budget for the last 5 years are provided.

**A progressive takeover of utility costs for the building by the Contractor may look like the following:**

- Year 1: Contractor pays 0% of utilities**
- Year 2: Contractor pays 25% of utilities**
- Year 3: Contractor pays 50% of utilities**
- Year 4: Contractor pays 75% of utilities**
- Year 5: Contractor pays 100% of utilities**

USCL will bill Contractor monthly for utilities with payment due 30 days from the invoice date; late fees may be added at 1.5% per month.

Contractor is responsible for cable television service and long distance telephone charges. USCL will maintain its telephone equipment in the GHWC, as it is connected to the greater University of South Carolina telephone network. Contractor may be required to provide a separate telephone line for 911 identification at the Contractor's expense.

USCL will continue to pay for the dumpster and grants Contractor non-exclusive use during the term of the contract.

5) Access by USC Lancaster (USCL): number of faculty, staff and students we have, how many classes will be taught and how many rooms should be made available.

USCL retains the right to access to the building for the teaching of academic courses (PEDU) to its students and for use by the Lancers athletics teams; likewise, full-time faculty, staff and students may remain members of the facility free-of-charge. Part-time students will continue to receive ½ price membership rates. Part-time faculty/ staff continue to receive free membership. This is a valued recruitment factor when we hire new faculty/staff for the campus. Please note that currently very few faculty/staff take advantage of this benefit.

We teach an average of about 35 PEDU courses per semester, most, if not all, are half semester courses. These courses use spaces in the gym, pool, weight and fitness rooms, etc... There are 65 full-time faculty, about 65 staff members, and in Fall 2016 there were 1174 FTE students enrolled.

The contractor will be able to install turnstiles for member and non-member access control.

6) Access by Lancaster County School District (LCSD): USCL provides LCSD access to the GHWC pool for swim team practice and swim meets throughout the school year at no charge. USCL also provides a Learn to Swim program for all 4<sup>th</sup> grade students in the district at the rate of \$40/student.

7) Photography Policy & Waiver Agreement: Contractor agrees that USC/USCL shall have the right to use Contractor's name, brand, logo, and photography of activities, members, program participants, staff, and facility in USC/USCL printed and digital media. Contractor shall seek permission from USCL before using the USC or USCL name, brand or logos in its promotional or advertising materials. If approved, all references of USC or USCL must meet University brand standards.

8) Other Considerations: number of parking spaces at the GHWC; name change of the building; hours of operation.

Contractor may make minor changes (changing traffic flow, other changes for added/expanded services, etc...) to the physical structure of the building with prior written approval of USCL administration and USC facility services. As the building remains property of the University of South Carolina and the State of South Carolina, USCL will continue to seek capital and deferred maintenance funding for the building areas or building systems through the State of South Carolina General Assembly.

USCL grants Contractor non-exclusive use of the GHWC parking lot. Contractor agrees to pay the electrical utility charge for parking lot lighting metered separately from the building on the agreed upon graduated utility schedule in section III (4).

Parking Spaces: (front and back of building) 114 general spaces + 18 handicapped spaces = 132 total.

During the contract term, the name of the building can't be changed as it's a state building, but the fitness operation name can change from Gregory Health and Wellness Center to a mutually agreed upon name.

Contractor agrees to coordinate hours of operation and holiday closures with the University annually or as necessary.

#### **IV. Information For Offerors To Submit**

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

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

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

### **PROPOSAL CONTENTS**

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

1. **Offeror's Human, Financial, and other Key Resources:** Offeror should describe in detail human, financial, and other key resources that it has available to ensure the successful management of the fitness operations of the Gregory Health and Wellness Center (GHWC). Describe how the offeror's use of its resources to broaden the types of activities and programming available for GHWC 's community and campus members and to appeal to a broader demographic especially young families with children. Explain the offeror's ability to market, program, and attract a diverse membership which will strengthen health and wellness instruction, activities, and programs for the greater Lancaster area. The Contractor shall provide a preliminary programming plan to include, but not limited to:
  - a. Health & wellness programming
  - b. Individual and group fitness training
  - c. Aquatics programming
  - d. Afterschool programs
  - e. Child watch/nursery services
  - f. Summer camps
  - g. Senior/active adults programs
  - h. Therapeutic, adaptive, specialized and/or rehabilitative recreation
  - i. Organized youth sports leagues
  - j. Access to other off-site programming
  - k. Membership rate structure (including joining fees)
  - l. Day-user admission fees
  - m. Scholarship or financial assistance plan
  - n. Transportation plan (picking up kids at school, taking kids on field trips or to camp, etc.)
  
2. **Offeror's Revenue Sharing with USC Lancaster:** Offeror will describe in detail how it plans to compensate USCL financially from revenue generated from the management of the fitness operations of the Gregory Health and Wellness Center (GHWC) throughout the term of the contract.



3. **Technical Proposal** – Offeror should describe in detail its proposed method of management of the fitness operations of the Gregory Health and Wellness Center. Offeror should explain in detail how its technical solution meets or exceeds the contractual requirements in Section III Scope of Work / Specifications of the solicitation. Offeror shall provide a detailed implementation plan for the smooth transition of the management of the fitness operations of the GHWC from USC Lancaster to the offeror.
4. **Offeror’s Experience and Qualifications:** Offeror should describe its experience, qualifications, references, financial stability, and key staff must provide evidence of its depth and breadth of experience in the fitness center industry, and evidence of successful past performance with managing projects of this similar size and scope.

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

MINORITY PARTICIPATION (JAN 2006)

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

Is the bidder a Minority Business certified by another governmental entity?  Yes  NO If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
  - DOT referral (Traditional minority)
  - DOT referral (Caucasian female)
  - Temporary certification

- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

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

## V. Qualifications

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

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

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

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

## VI. Award Criteria

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

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

**EVALUATION FACTORS – PROPOSALS:** Responsive Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. **In accordance with Procurement Code Section 11-35-1530(5), Offeror’s proposed Revenue Sharing with the University of South Carolina Lancaster will not be used as an initial evaluation factor. However, issues of Offeror’s proposed Revenue Sharing with the University of South Carolina Lancaster may be negotiated as outlined in Procurement Code Section 11-35-1530(8).**

- **Human, Financial, and other Key Resources:** The human, financial, and other key resources that the offeror has available to ensure the successful management of the fitness operations of the Gregory Health and Wellness Center (GHWC). The offeror’s use of its resources to broaden the types of activities and programming available for GHWC’s community and campus members and to appeal to a broader demographic especially young families with children. The offeror’s ability to market, program, and attract a diverse membership which will strengthen health and wellness instruction, activities, and programs for the greater Lancaster area.
- **Offeror’s Experience and Qualifications:** The Offeror’s experience, qualifications, references, financial stability, and key staff must provide evidence of its depth and breadth of experience in the fitness center industry, and evidence of successful past performance with managing projects of this similar size and

- scope.
- **Technical Proposal:** The degree, completeness, and suitability of the Offeror's proposed technical solution to meet or exceed the contractual requirements in Section III of the solicitation. The offeror's proposed method of management of the fitness operations of the GHWC. Offeror's detailed Implementation Plan.

#### DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice.

Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

### VII. Terms and Conditions - A. General

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

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

#### BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

#### CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

#### DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

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

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

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

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

Iran Divestment Act List. (b) Consistent with Section 11-57-330(8), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7 A072-1]

#### NO INDEMNITY OR DEFENSE (FEB 2015)

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

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

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

#### PAYMENT & INTEREST (FEB 2015)

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

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

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of



the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

## **VII. Terms and Conditions - B. Special**

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

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

### **BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)**

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

#### CHANGES (JAN 2006):

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

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

[07-7B025-1]

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 PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

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

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

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006):

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of

God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

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

14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties’ agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, “Indemnitees” means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

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

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter “action”) of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an 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. Indemnatee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnatee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnatee or otherwise adversely affect an Indemnatee. Indemnatee's consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee to any injunction.

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

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

#### INFORMATION SECURITY - DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause.

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**Government information** means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public information** means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public.

Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

**Third party** means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

**Unrestricted information** means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

**LICENSES AND PERMITS (JAN 2006):** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

**MATERIAL AND WORKMANSHIP:** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be of the most suitable grade for the purpose intended. [07-7B120-1]

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

**PRICE ADJUSTMENTS (JAN 2006):** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost

offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

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

[07-7B185-1]

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

[07-7B205-1]

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

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.



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

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

[07-7B212-1]

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

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015): (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

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

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any

completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

## **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

**PLEASE REFER TO ITEM 2. OFFEROR'S REVENUE SHARING WITH USC LANCASTER OF THE PROPOSAL CONTENTS SUBSECTION IN SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT OF THE SOLICITATION.**

## **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. GHWC PICTURES:**
  - **FREE WEIGHTS**
  - **GYM 1 SHOWING ELEVATED WALK-RUN TRACK**
  - **GYM**
  - **LOBBY 1**
  - **LOBBY 2**
  - **NATATORIUM**
  - **RACQUETBALL COURT**
  - **WORKOUT ROOM 1**
  - **WORKOUT ROOM 2**
  - **WORKOUT ROOM 3**
- 5. GHWC FLOOR PLANS:**
  - **823 GHWC 1<sup>ST</sup> FLOOR**
  - **823 GHWC 2<sup>ND</sup> FLOOR**
  - **823 GHWC BASEMENT FLOOR**
  - **823 GHWC MEZZ FLOOR**
- 6. HISTORICAL BUDGETARY INFORMATION FOR GHWC:**
  - **BUDGET FY 2017 THRU APRIL 2017**
  - **GREGORY WELLNESS CENTER 5 YR REVIEW THROUGH FY 16-2**
  - **GHWC UTILITIES**

**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.

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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.

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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](http://www.sctax.org).

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



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

**I-312**  
 (Rev. 5/7/04)  
 3323

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

- 1. Name of Nonresident Taxpayer: \_\_\_\_\_
- 2. Trade Name, if applicable (Doing Business As): \_\_\_\_\_
- 3. Mailing Address: \_\_\_\_\_
- 4. Federal Identification Number: \_\_\_\_\_
- 5. Hiring or Contracting with: \_\_\_\_\_
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Receiving Rentals or Royalties From: \_\_\_\_\_
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Beneficiary of Trusts and Estates: \_\_\_\_\_
- Name: \_\_\_\_\_
- Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with  
**(check the appropriate box):**  
 The South Carolina Secretary of State or  
 The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

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

If Corporate officer state title:

\_\_\_\_\_  
 (Name - Please Print)

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

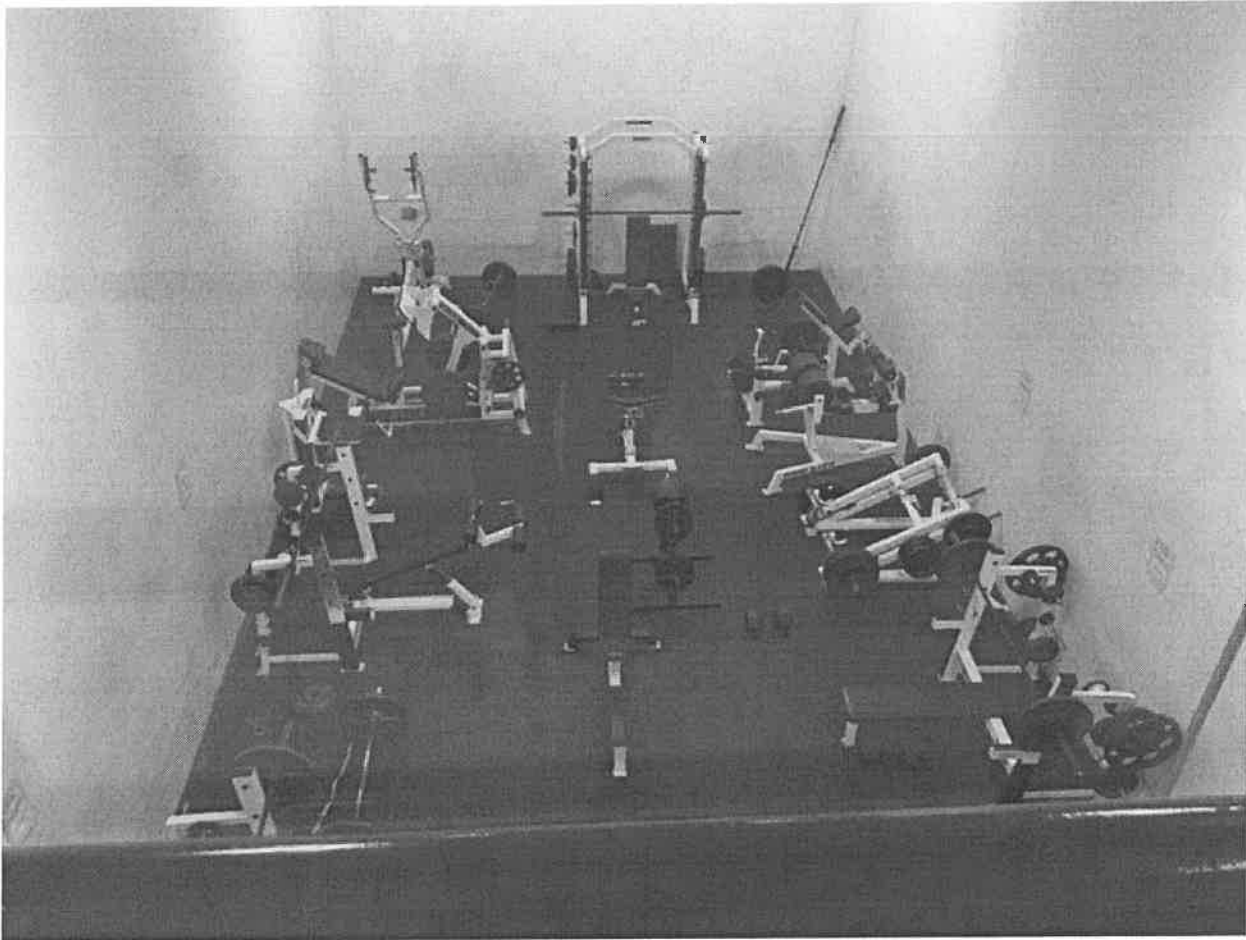
# OFFEROR'S CHECKLIST

## *AVOID COMMON BID/PROPOSAL MISTAKES*

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

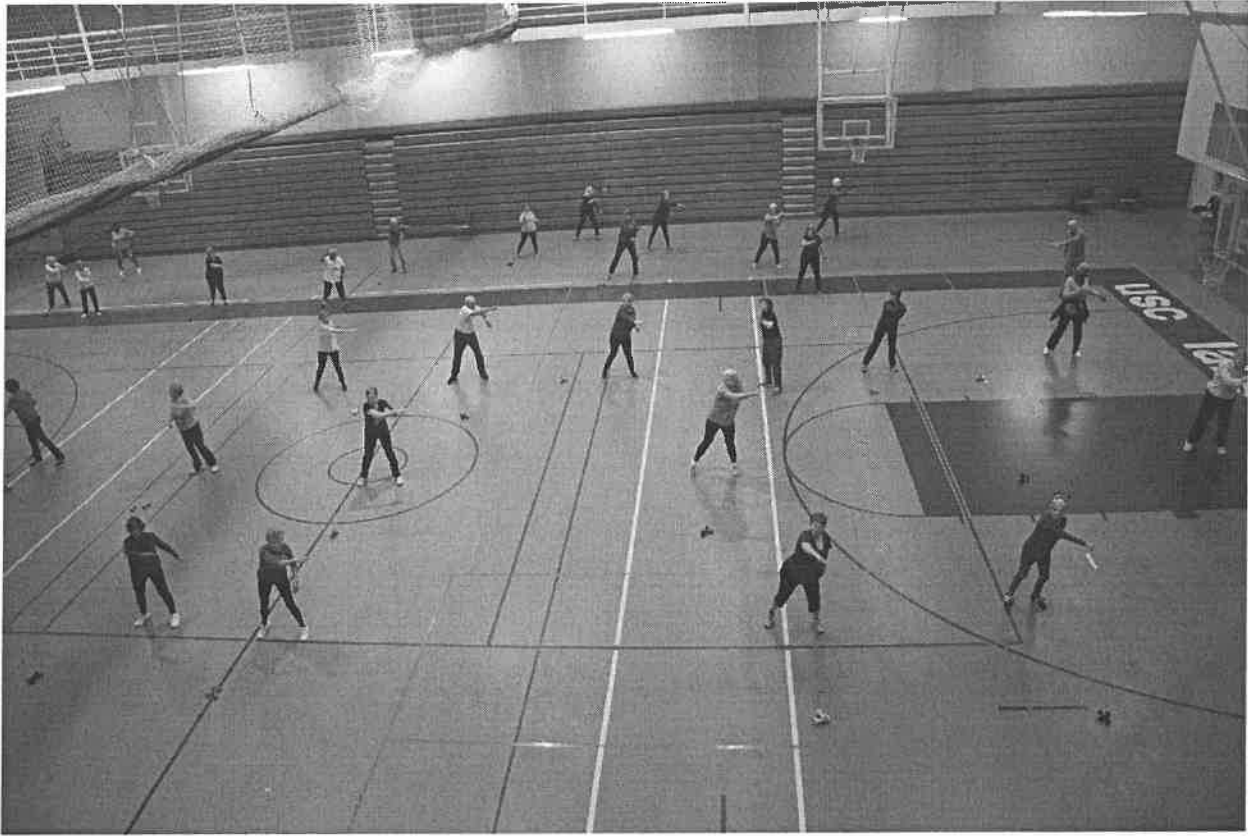
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY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

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





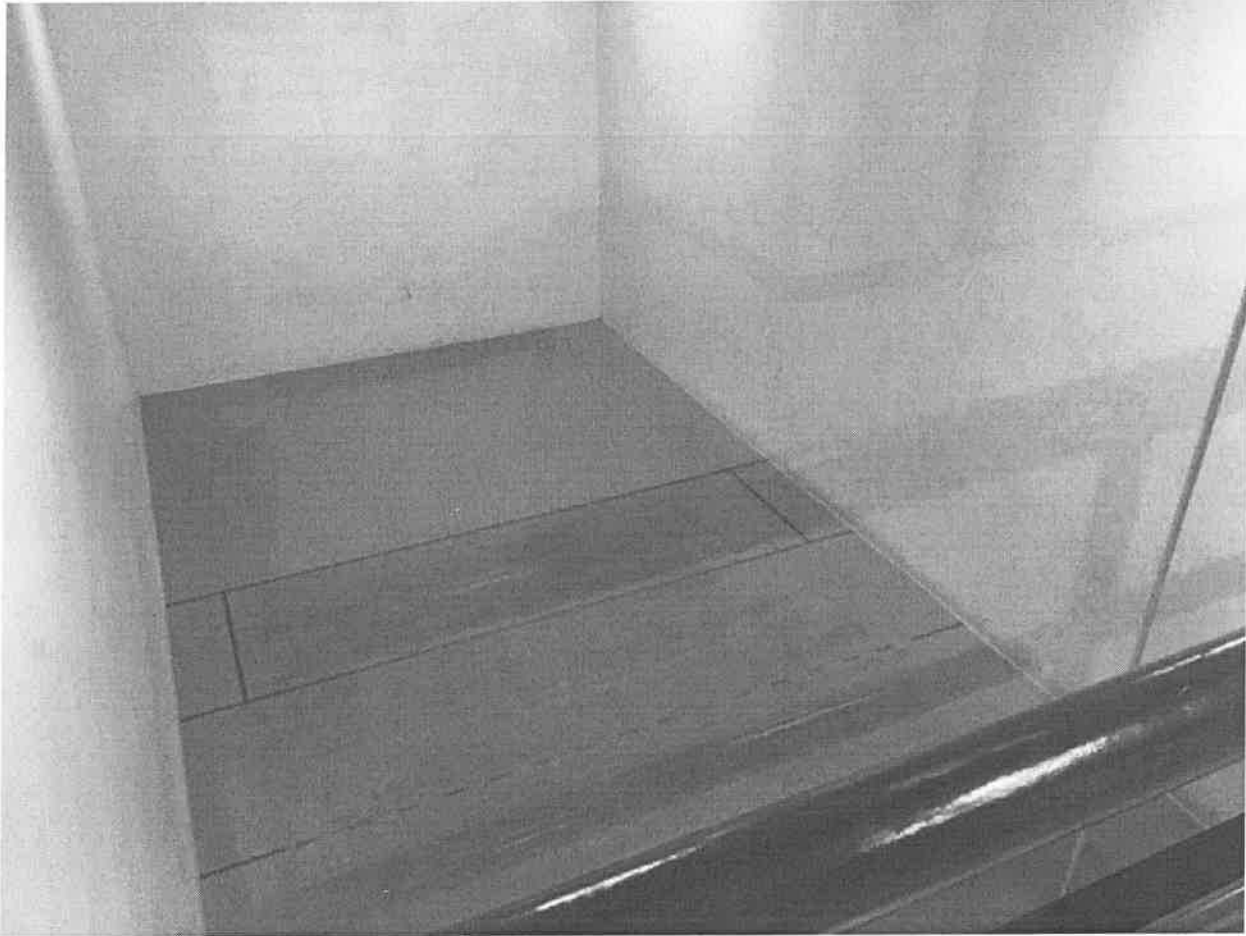


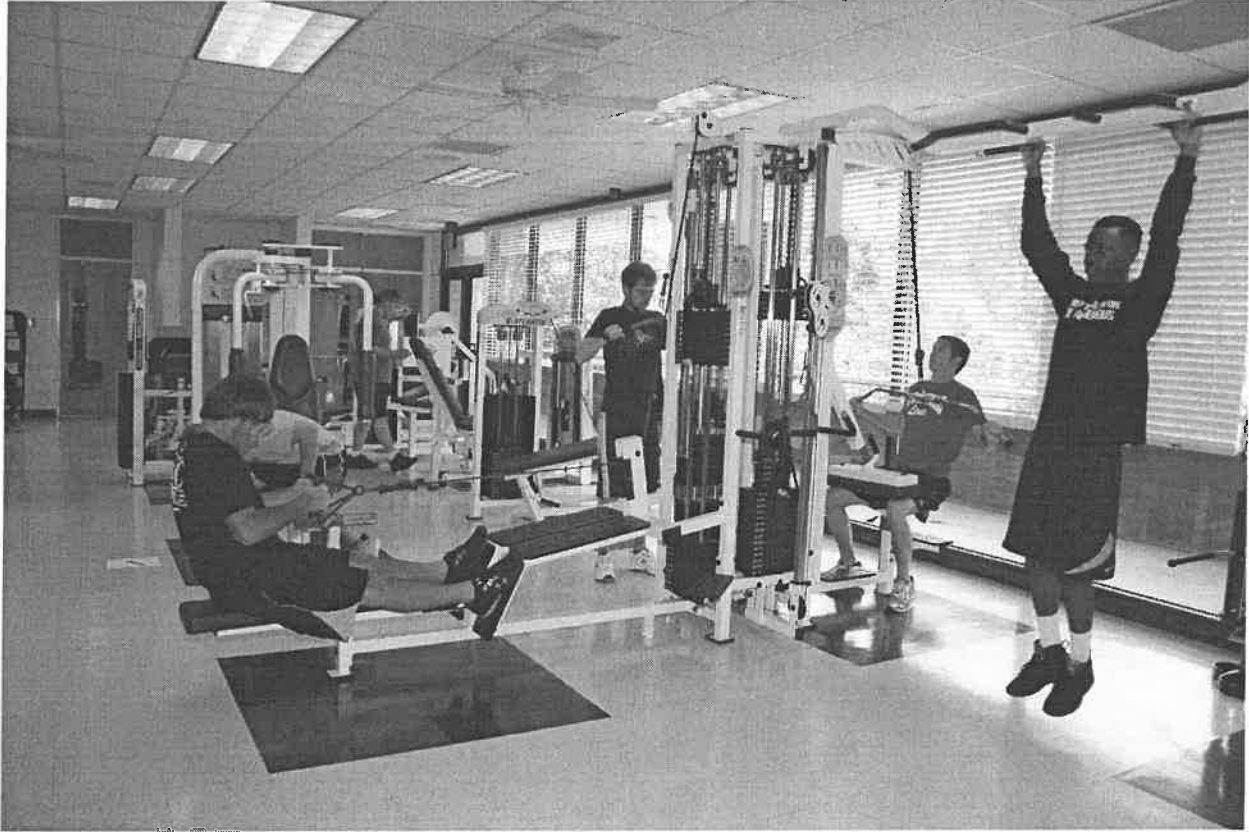


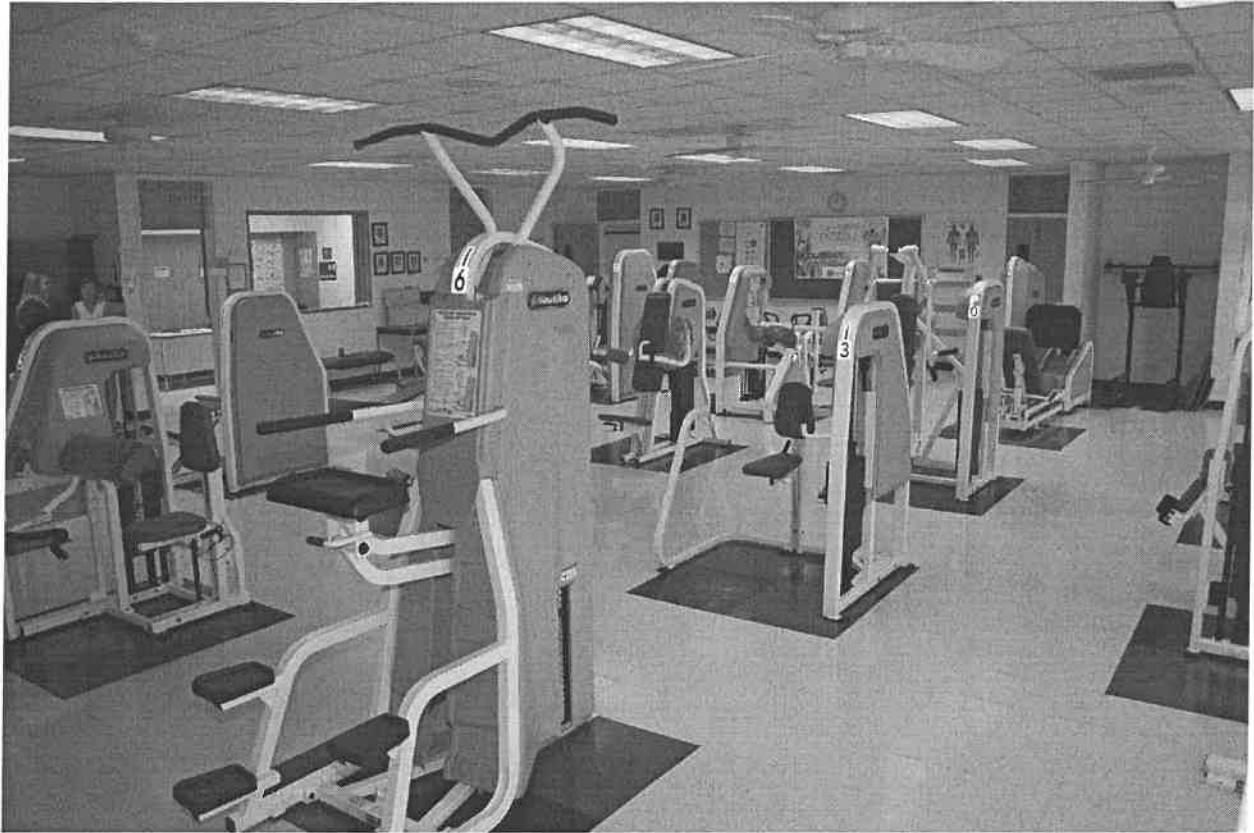


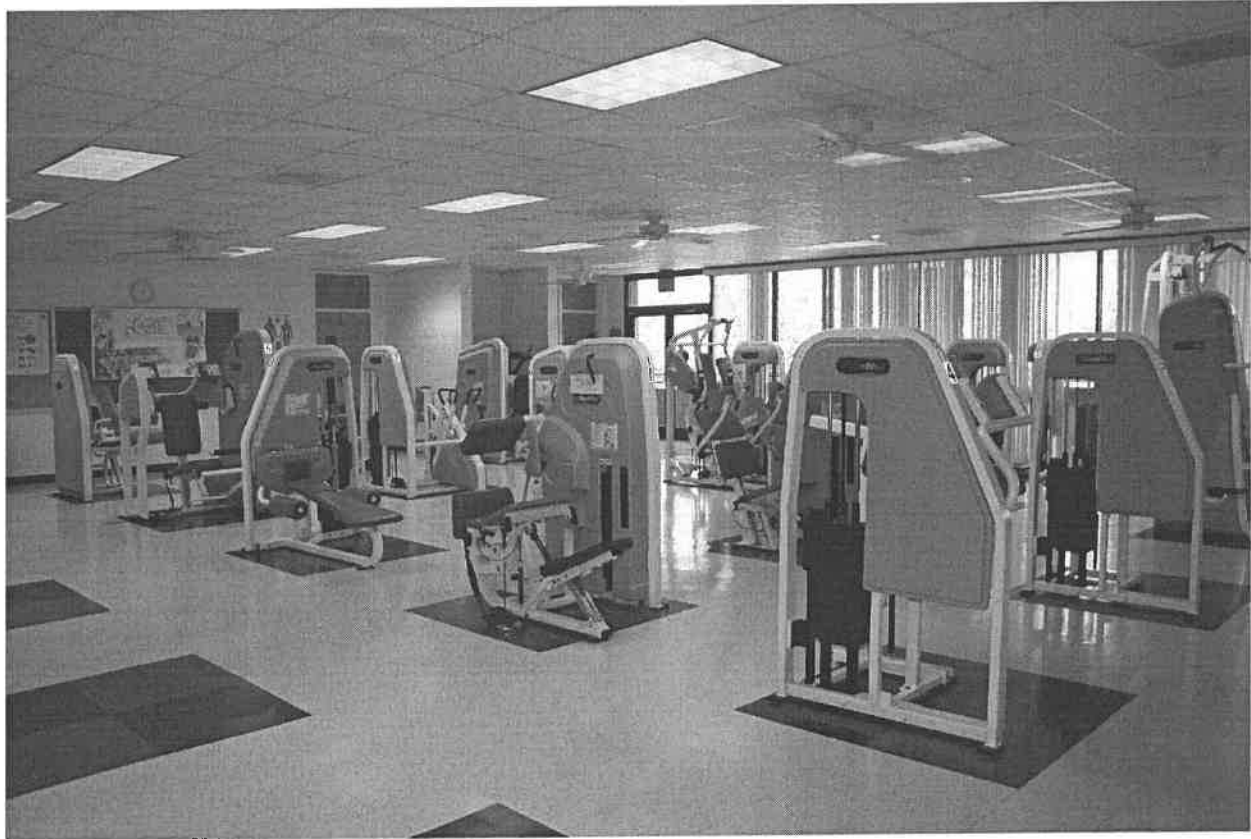




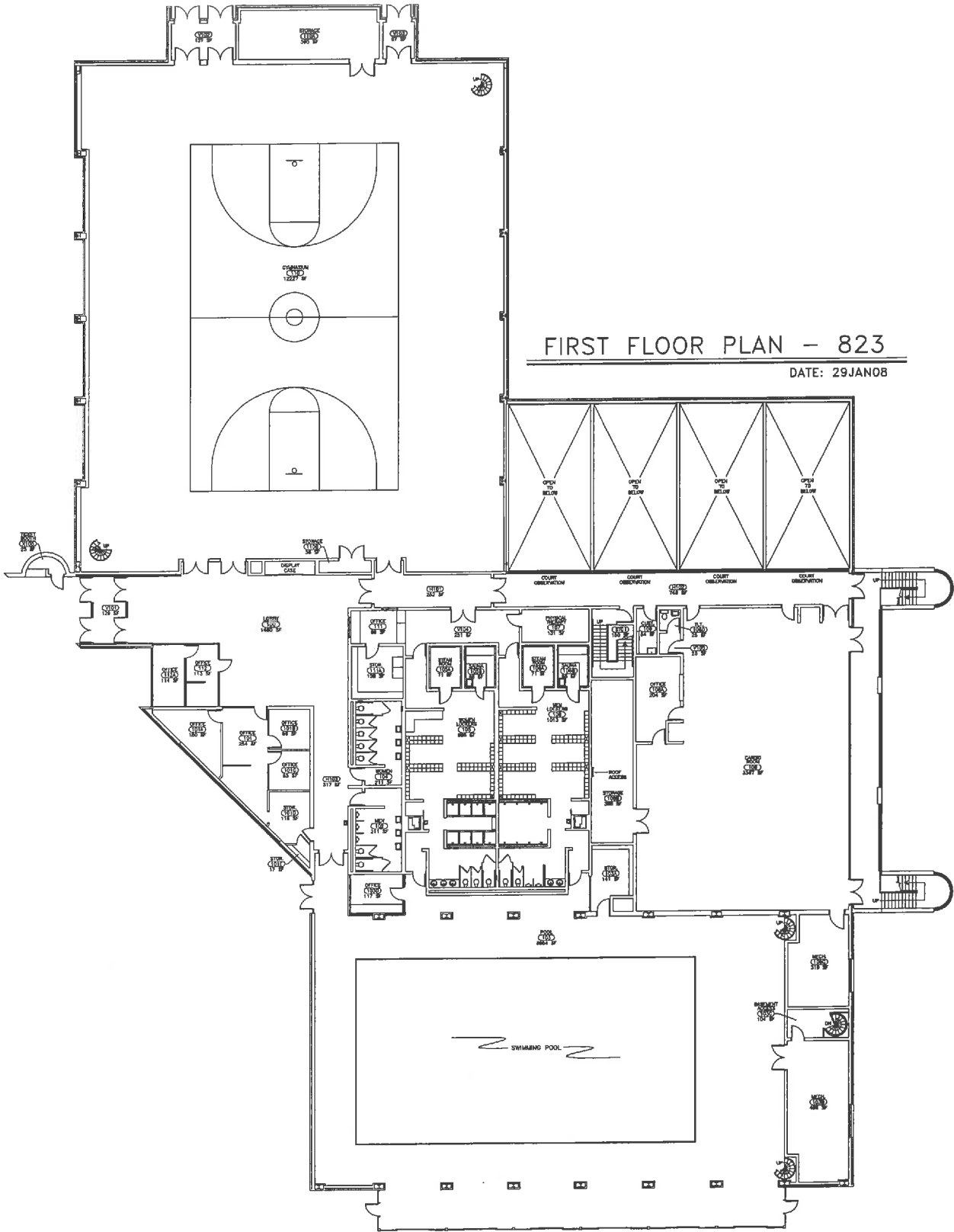






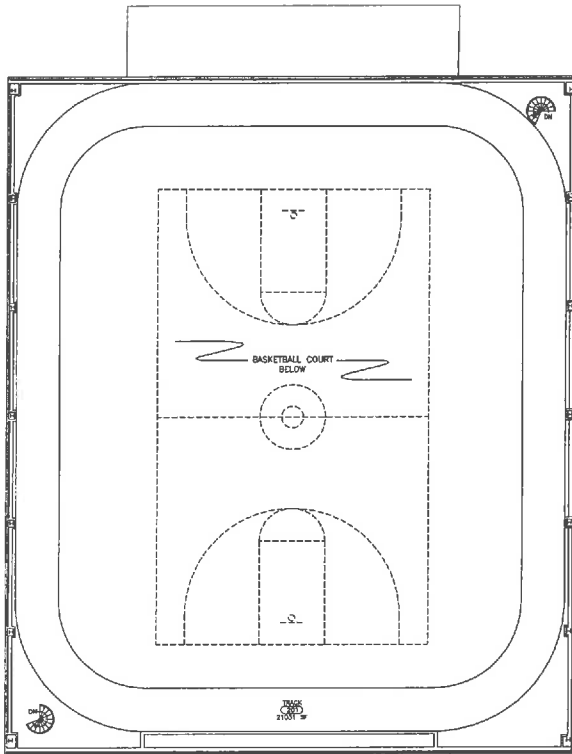






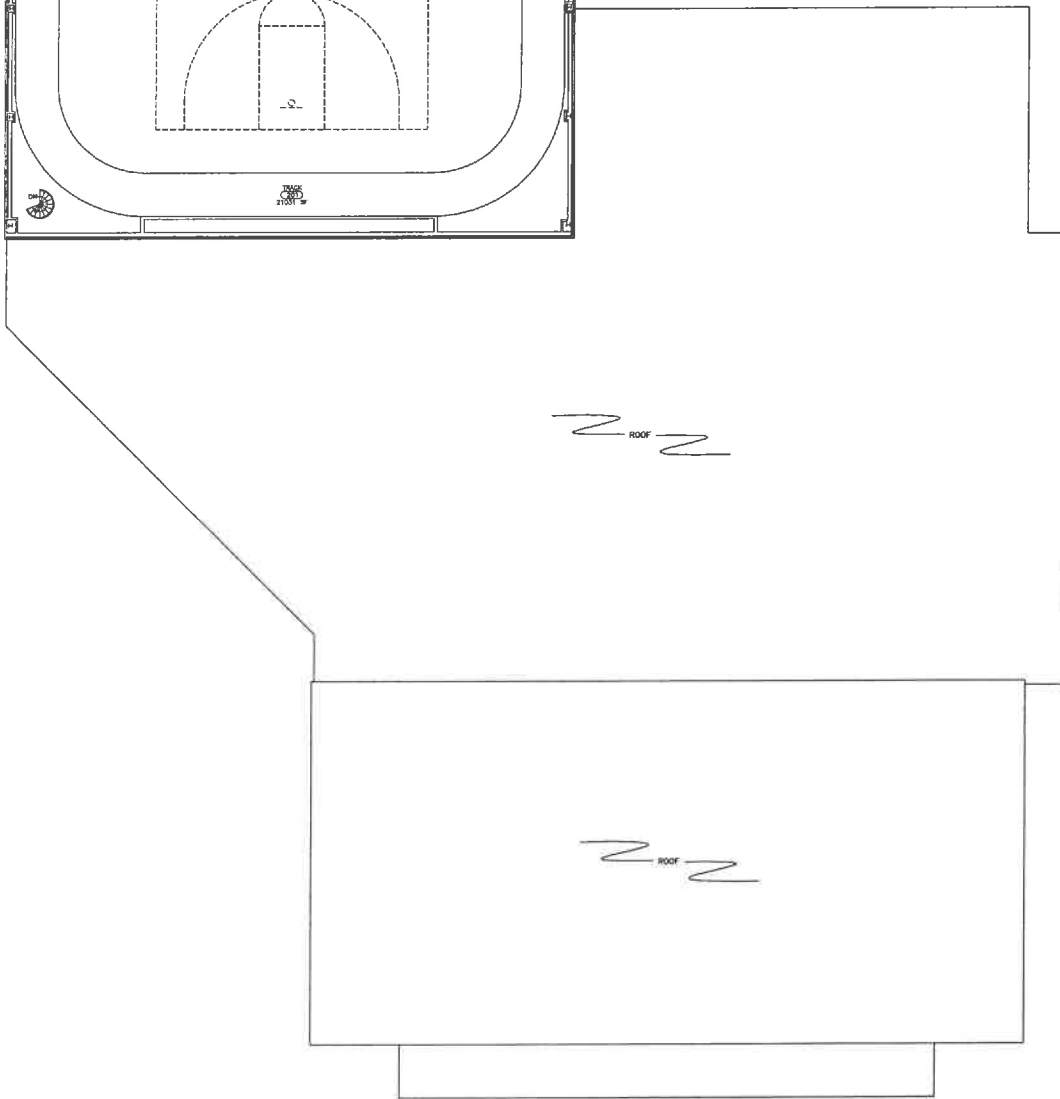
FIRST FLOOR PLAN - 823

DATE: 29JAN08



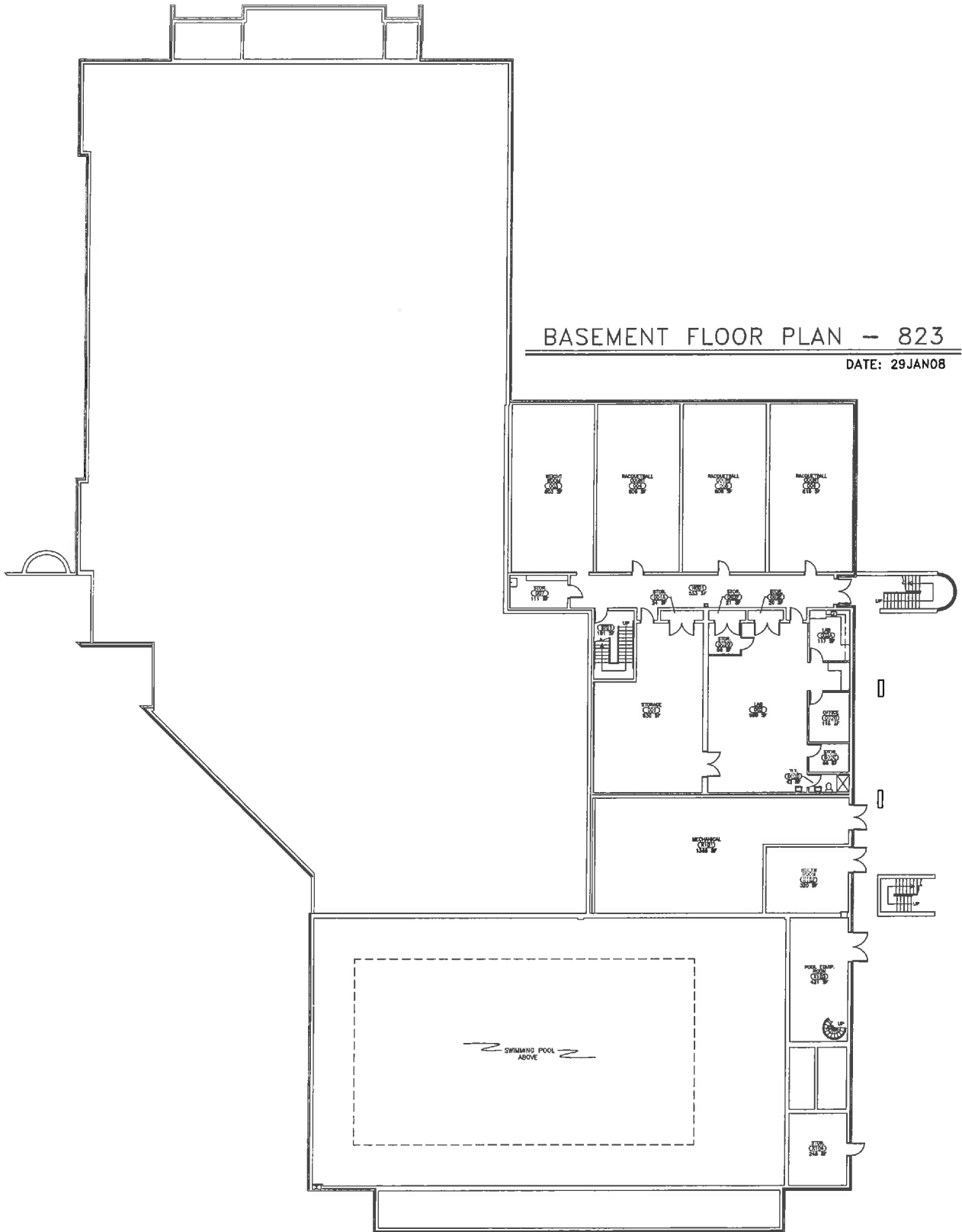
SECOND FLOOR PLAN - 823

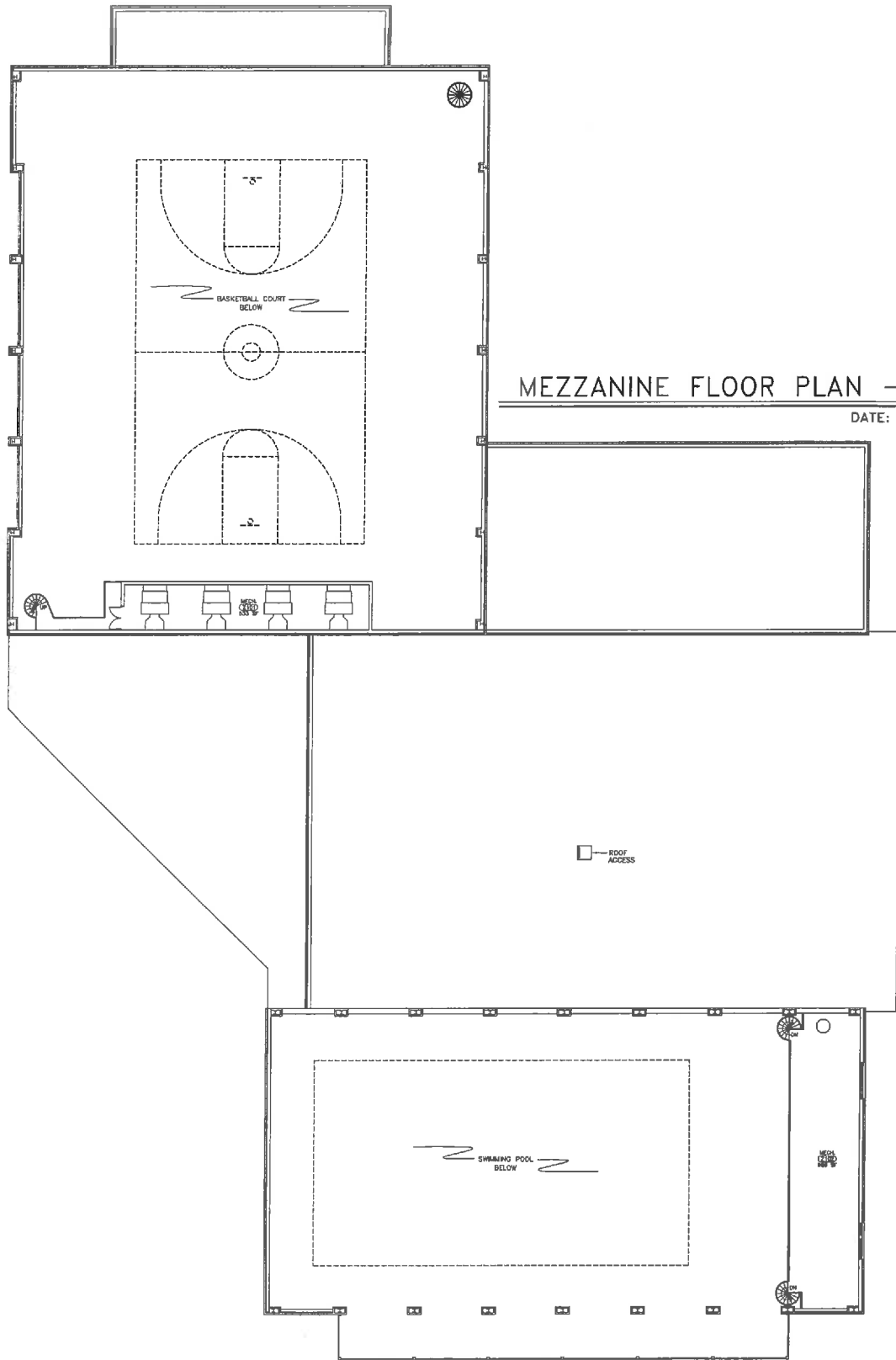
DATE: 29JAN08



BASEMENT FLOOR PLAN - 823

DATE: 29JAN08





MEZZANINE FLOOR PLAN - 823

DATE: 29JAN08

□ ROOF ACCESS

SWIMMING POOL BELOW

BASKETBALL COURT BELOW

Gregory Health Wellness Center Budget FY 2017

Budget FY 2017

Income:

YTD  
% used to date  
Totals

Jun  
92%

May  
83%

Apr  
75%

Mar  
67%

Feb  
58%

Jan  
50%

Dec  
42%

Nov  
33%

Oct  
25%

Sept  
17%

Aug  
8%

Jul

|                    | Jul             | Aug          | Sept         | Oct          | Nov          | Dec          | Jan          | Feb          | Mar          | Apr          | May  | Jun  | YTD           | YTD divided by Projected Budget |
|--------------------|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------|------|---------------|---------------------------------|
| University Fees    | \$ 70,650.00    | \$ -         | \$ -         | \$ 26,400.00 | \$ 7,300.00  | \$ 2,150.00  | \$ 22,200.00 | \$ 4,750.00  | \$ 5,700.00  | \$ -         | \$ - | \$ - | \$ 68,300.00  | 97.0%                           |
| General Receipts   | \$ 24,300.00    | \$ 506.00    | \$ 398.00    | \$ 123.00    | \$ 1,012.70  | \$ 1,012.70  | \$ 971.30    | \$ 971.30    | \$ 5,700.00  | \$ 2,424.50  | \$ - | \$ - | \$ 6,813.35   | 28.0%                           |
| Membership Dues    | \$ 18,143.01    | \$ 18,692.86 | \$ 10,055.85 | \$ 13,927.53 | \$ 18,265.23 | \$ 5,954.34  | \$ 29,831.16 | \$ 19,483.16 | \$ 15,619.89 | \$ 17,265.06 | \$ - | \$ - | \$ 166,473.64 | 94.7%                           |
| Pool Revenue 4850  | \$ 1,088,000.00 | \$ 5,030.90  | \$ 3,823.05  | \$ 6,857.65  | \$ 12,095.50 | \$ 8,972.00  | \$ 7,436.95  | \$ 9,175.21  | \$ 12,996.00 | \$ 8,053.00  | \$ - | \$ - | \$ 82,771.11  | 76.6%                           |
| Total Program Fees | \$ 379,350.00   | \$ 27,979.31 | \$ 40,636.90 | \$ 28,008.18 | \$ 33,524.43 | \$ 37,131.34 | \$ 42,994.36 | \$ 34,308.37 | \$ 30,440.39 | \$ 26,346.91 | \$ - | \$ - | \$ 325,058.96 | 85.7%                           |

Budget Assumptions  
Same as FY 2016  
Gen Rec less Pool Revenue + Access RM Grant Inc.  
6.25% Increase  
Inc from BSM to 108M (LTS Inc)

|                  | Jul          | Aug       | Sept        | Oct       | Nov       | Dec       | Jan         | Feb         | Mar       | Apr         | May         | Jun  | YTD          | YTD divided by Projected Budget |
|------------------|--------------|-----------|-------------|-----------|-----------|-----------|-------------|-------------|-----------|-------------|-------------|------|--------------|---------------------------------|
| Grants           | \$ -         | \$ -      | \$ -        | \$ -      | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -        | \$ -        | \$ - | \$ -         | #DIV/0!                         |
| Guest Fees       | \$ 11,500.00 | \$ 811.43 | \$ 414.28   | \$ 559.05 | \$ 536.19 | \$ 720.02 | \$ 1,635.25 | \$ 865.72   | \$ 996.67 | \$ 1,352.88 | \$ -        | \$ - | \$ 6,955.30  | 77.9%                           |
| Sale of supplies | \$ 4,356.00  | \$ 66.67  | \$ 111.13   | \$ 284.31 | \$ 147.80 | \$ 47.12  | \$ 74.08    | \$ 55.56    | \$ 90.75  | \$ 94.45    | \$ -        | \$ - | \$ 1,014.06  | 23.2%                           |
| Misc             | \$ -         | \$ 19.00  | \$ -        | \$ -      | \$ -      | \$ -      | \$ 237.00   | \$ -        | \$ -      | \$ -        | \$ -        | \$ - | \$ 481.00    | #DIV/0!                         |
| Total Other      | \$ 15,856.00 | \$ 878.10 | \$ 1,295.94 | \$ 698.59 | \$ 706.85 | \$ 568.31 | \$ 794.10   | \$ 1,914.84 | \$ 921.28 | \$ 1,087.42 | \$ 1,523.39 | \$ - | \$ 10,401.42 | 65.6%                           |

Same as FY 2016  
Revenue Gregory Goodies

|                                    | Jul           | Aug          | Sept         | Oct          | Nov          | Dec          | Jan          | Feb          | Mar          | Apr          | May  | Jun  | YTD           | YTD divided by Projected Budget |
|------------------------------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------|------|---------------|---------------------------------|
| Interest                           | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ - | \$ - | \$ -          | #DIV/0!                         |
| Fundraising Events                 | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ - | \$ - | \$ -          | #DIV/0!                         |
| Rental Income or other Misc Income | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ - | \$ - | \$ -          | #DIV/0!                         |
| Other Income                       | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ - | \$ - | \$ -          | #DIV/0!                         |
| Total Income                       | \$ 395,216.00 | \$ 28,845.41 | \$ 41,355.49 | \$ 28,715.03 | \$ 34,107.74 | \$ 37,925.44 | \$ 44,909.20 | \$ 35,229.65 | \$ 31,527.81 | \$ 27,865.24 | \$ - | \$ - | \$ 335,458.66 | 84.9%                           |

Inc from 357M to 388M

Expenses:

Personal Services:

|                         | Jul           | Aug          | Sept         | Oct          | Nov          | Dec          | Jan          | Feb          | Mar          | Apr          | May          | Jun  | YTD           | YTD divided by Projected Budget |
|-------------------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------|---------------|---------------------------------|
| Classified Salary       | \$ 99,000.00  | \$ 9,275.98  | \$ 9,903.20  | \$ 8,360.92  | \$ 8,360.92  | \$ 8,360.64  | \$ 7,819.24  | \$ 7,819.24  | \$ 7,819.24  | \$ 7,819.24  | \$ -         | \$ - | \$ 83,893.54  | 84.7%                           |
| Fringe Benefits         | \$ 51,560.00  | \$ 4,892.01  | \$ 5,376.32  | \$ 5,376.32  | \$ 5,376.32  | \$ 5,454.92  | \$ 5,134.79  | \$ 5,392.64  | \$ 5,134.79  | \$ 5,134.79  | \$ -         | \$ - | \$ 55,616.92  | 107.0%                          |
| Temp Non Student        | \$ 81,660.00  | \$ 4,410.40  | \$ 9,973.62  | \$ 7,212.48  | \$ 8,280.82  | \$ 7,172.46  | \$ 6,466.43  | \$ 7,342.63  | \$ 6,136.24  | \$ 7,224.56  | \$ -         | \$ - | \$ 69,984.92  | 85.7%                           |
| Student Assist          | \$ 102,400.00 | \$ 3,654.59  | \$ 7,670.27  | \$ 9,163.65  | \$ 8,391.94  | \$ 8,725.65  | \$ 10,375.16 | \$ 9,303.13  | \$ 11,222.73 | \$ 8,372.33  | \$ -         | \$ - | \$ 84,375.12  | 83.0%                           |
| Class Temp              | \$ -          | \$ 150.00    | \$ 252.23    | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ - | \$ 402.23     | #DIV/0!                         |
| Fringe Benefits         | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ - | \$ -          | #DIV/0!                         |
| Class Positions         | \$ 2,400.00   | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ - | \$ -          | 0.0%                            |
| Overtime Personal       | \$ -          | \$ 10.88     | \$ -         | \$ -         | \$ 132.90    | \$ 3.66      | \$ -         | \$ -         | \$ -         | \$ 40.26     | \$ -         | \$ - | \$ 191.36     | 0.0%                            |
| Total Personal Services | \$ 337,420.00 | \$ 23,393.86 | \$ 34,330.15 | \$ 30,713.37 | \$ 30,732.90 | \$ 29,621.85 | \$ 28,378.94 | \$ 31,249.00 | \$ 28,393.40 | \$ 31,700.43 | \$ 27,156.19 | \$ - | \$ 295,070.09 | 87.4%                           |

Inc 400-902 & A funds for total Employees

|                            | Jul         | Aug       | Sept      | Oct       | Nov       | Dec       | Jan       | Feb       | Mar       | Apr       | May       | Jun  | YTD         | YTD divided by Projected Budget |
|----------------------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------|-------------|---------------------------------|
| Contractual Services       | \$ 950.00   | \$ 55.73  | \$ 206.79 | \$ 213.98 | \$ 105.22 | \$ 105.22 | \$ 127.77 | \$ 132.05 | \$ -      | \$ -      | \$ -      | \$ - | \$ 841.55   | 88.6%                           |
| Non Binding Lease          | \$ -        | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ - | \$ -        | #DIV/0!                         |
| Building Maintenance       | \$ -        | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ - | \$ -        | #DIV/0!                         |
| Utilities                  | \$ -        | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ - | \$ -        | #DIV/0!                         |
| TV/Cable                   | \$ 860.00   | \$ -      | \$ 301.49 | \$ -      | \$ 99.96  | \$ -      | \$ 203.15 | \$ 103.21 | \$ -      | \$ 216.96 | \$ -      | \$ - | \$ 924.77   | 96.3%                           |
| Audit/Accounting/Firm      | \$ -        | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ - | \$ -        | Same as 2016                    |
| Legal/Consultant Serv      | \$ 3,200.00 | \$ 162.51 | \$ 259.31 | \$ 163.27 | \$ 97.28  | \$ -      | \$ 174.51 | \$ 143.56 | \$ 235.27 | \$ 523.74 | \$ 132.07 | \$ - | \$ 1,656.25 | 51.8%                           |
| Credit Card Fees           | \$ 5,110.00 | \$ 218.24 | \$ 259.31 | \$ 311.26 | \$ 205.18 | \$ 174.51 | \$ 474.48 | \$ 235.27 | \$ 740.70 | \$ 132.07 | \$ -      | \$ - | \$ 3,422.57 | 67.0%                           |
| Total Contractual Services | \$ 2,000.00 | \$ 75.76  | \$ 306.81 | \$ 327.26 | \$ 160.40 | \$ 160.40 | \$ 182.28 | \$ 182.05 | \$ -      | \$ -      | \$ -      | \$ - | \$ 744.83   | 33.9%                           |

Same as 2016

Supplies & Equipment

|                      | Jul          | Aug         | Sept      | Oct       | Nov         | Dec       | Jan       | Feb         | Mar         | Apr       | May       | Jun  | YTD         | YTD divided by Projected Budget |
|----------------------|--------------|-------------|-----------|-----------|-------------|-----------|-----------|-------------|-------------|-----------|-----------|------|-------------|---------------------------------|
| Office Supplies      | \$ 2,200.00  | \$ -        | \$ 75.76  | \$ 326.81 | \$ -        | \$ 342.26 | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ 744.83   | 33.9%                           |
| Other Supplies       | \$ 4,900.00  | \$ -        | \$ 795.14 | \$ 276.25 | \$ -        | \$ 876.13 | \$ 16.02  | \$ 157.98   | \$ 1,876.61 | \$ 871.86 | \$ 197.91 | \$ - | \$ 5,071.90 | 103.5%                          |
| Printing             | \$ 3,200.00  | \$ (2.49)   | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ 98.27    | 3.1%                            |
| Advertising          | \$ 5,600.00  | \$ 361.20   | \$ 259.00 | \$ 310.00 | \$ -        | \$ 228.75 | \$ -      | \$ 648.50   | \$ -        | \$ 889.64 | \$ 382.50 | \$ - | \$ 3,079.59 | 55.0%                           |
| Equipment Repair     | \$ 1,600.00  | \$ -        | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ -        | 0.0%                            |
| Uniforms             | \$ 1,700.00  | \$ -        | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ -        | 0.0%                            |
| Licenses & Fees      | \$ 750.00    | \$ -        | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ -        | 0.0%                            |
| Educational Supplies | \$ 1,000.00  | \$ -        | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ -        | 0.0%                            |
| Medical              | \$ -         | \$ -        | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ -        | 0.0%                            |
| Subscriptions & Dues | \$ -         | \$ -        | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ -        | #DIV/0!                         |
| Training & Education | \$ -         | \$ -        | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ -        | #DIV/0!                         |
| Bank Service Charges | \$ -         | \$ -        | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ -        | #DIV/0!                         |
| Other Misc Exp       | \$ -         | \$ 2.30     | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ 19.83    | #DIV/0!                         |
| Equipment Upgrade    | \$ 20,000.00 | \$ -        | \$ -      | \$ -      | \$ -        | \$ -      | \$ -      | \$ -        | \$ -        | \$ -      | \$ -      | \$ - | \$ -        | #DIV/0!                         |
| Total Supplies       | \$ 41,050.00 | \$ 1,235.91 | \$ 862.06 | \$ 310.00 | \$ 1,447.14 | \$ 16.02  | \$ 806.48 | \$ 1,876.61 | \$ 1,761.50 | \$ 686.70 | \$ -      | \$ - | \$ 9,014.42 | 22.0%                           |

Same as 2016

Total Expenses:

|                |               |              |              |              |              |              |              |              |              |              |              |      |               |       |
|----------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------|---------------|-------|
| Total Expenses | \$ 383,580.00 | \$ 29,612.10 | \$ 35,925.37 | \$ 31,646.98 | \$ 34,354.16 | \$ 31,274.17 | \$ 28,569.47 | \$ 35,529.96 | \$ 30,505.28 | \$ 34,202.63 | \$ 27,986.96 | \$ - | \$ 307,507.08 | 80.2% |
|----------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------|---------------|-------|

Net

|     |              |             |               |             |               |             |              |             |               |             |      |      |              |  |
|-----|--------------|-------------|---------------|-------------|---------------|-------------|--------------|-------------|---------------|-------------|------|------|--------------|--|
| Net | \$ 11,636.00 | \$ 5,233.31 | \$ (0,951.52) | \$ 9,708.51 | \$ (2,639.13) | \$ 2,893.57 | \$ 12,379.24 | \$ 4,774.37 | \$ (2,674.82) | \$ (117.72) | \$ - | \$ - | \$ 27,951.78 |  |
|-----|--------------|-------------|---------------|-------------|---------------|-------------|--------------|-------------|---------------|-------------|------|------|--------------|--|

Gregory Health and Wellness Center (17550E400 & 17550E902)

|   | 2012            | 2013            | 2014            | 2015            | 2016            | 1 yr Change     |                 | 5 yr Change      |                 |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|-----------------|
|   |                 |                 |                 |                 |                 | \$ Change       | % Change        | \$ Change        | % Change        |
| 40140 UNIVERSITY FEE FALL                     | 0               | 0               | 34,338          | 30,080          | 37,500          | 7,420           | 24.67%          | 37,500           | #DIV/0!         |
| 40150 UNIVERSITY FEE SPRING                   | 0               | 0               | 29,680          | 26,808          | 36,750          | 9,942           | 37.09%          | 36,750           | #DIV/0!         |
| 41180 CASH SHORT AND OVER                     | 0               | 0               | 3               | 0               | 0               | 0               | --              | 0                | --              |
| 41210 SALES-NEWSPAPERS                        | 0               | 0               | 35              | 0               | 0               | 0               | --              | 0                | --              |
| 41216 INTERLIBRARY LOAN FEE                   | 0               | 0               | 0               | 0               | 0               | 0               | --              | 0                | --              |
| 41260 PHYSICAL EDUCATION CEN                  | 0               | 0               | 53              | 0               | 0               | 0               | --              | 0                | --              |
| 41261 GUEST FEES                              | 7,120           | 8,133           | 8,342           | 8,946           | 11,751          | 2,805           | 31.35%          | 4,632            | 65.05%          |
| 44210 MISC REVENUE                            | 478             | 537             | 1,196           | 757             | 415             | (342)           | -45.18%         | (63)             | -13.18%         |
| 46100 CASH GIFTS                              | 100             | 100             | 500             | 0               | 0               | 0               | --              | (100)            | -100.00%        |
| 48821 USC EDUCATIONAL FOUND/GIFTS             | 0               | 0               | 0               | 0               | 1,082           | 1,082           | #DIV/0!         | 1,082            | #DIV/0!         |
| 48650 GENERAL RECEIPTS                        | 89,430          | 100,294         | 98,106          | 117,288         | 107,840         | (9,447)         | -8.05%          | 18,410           | 20.59%          |
| 48655 MEMBERSHIP DUES                         | 212,437         | 185,843         | 174,210         | 157,596         | 166,634         | 9,039           | 5.74%           | (45,803)         | -21.56%         |
| <b>Total Revenue</b>                          | <b>309,565</b>  | <b>294,907</b>  | <b>346,463</b>  | <b>341,475</b>  | <b>361,973</b>  | <b>20,498</b>   | <b>6.00%</b>    | <b>52,408</b>    | <b>16.93%</b>   |
| 81100 TRF FR E&G UCF (ADER) *                 | 90,000          | 62,300          | 3,000           | 103,000         | 65,000          | (38,000)        | -36.89%         | (25,000)         | -27.78%         |
| 86100 TRF TO E&G UCF (ADER) *                 | (60,657)        | (68,300)        | (35,000)        | (103,000)       | (55,000)        | 38,000          | -36.89%         | (4,342)          | 7.16%           |
| 51200 CLASSIFIED POSITIONS                    | 129,438         | 64,305          | 104,046         | 105,451         | 106,486         | 1,035           | 1.24%           | (22,951)         | -32.10%         |
| 51204 CLASSIFIED-TEMP SALARY ADJUSTM          | 0               | 0               | 11,729          | 12,835          | 7,312           | (5,523)         | -5.86%          | 7,312            | 6.74%           |
| 51410 TEMPORARY HELP NON-STUDENT              | 71,493          | 49,756          | 79,843          | 83,235          | 70,108          | (13,128)        | #DIV/0!         | (1,385)          | -10.13%         |
| 51420 UNDERGRAD STU ASSISTANT                 | 108,478         | 107,040         | 93,316          | 94,279          | 108,568         | 14,289          | #DIV/0!         | 90               | 120.36%         |
| 51423 NON-ENROLLED UNDERGRADUATE ASS          | 13,674          | 18,783          | 7,590           | 0               | 0               | 0               | --              | (13,674)         | -404.56%        |
| 51500 OVERTIME - PERSONAL SERVICE             | 75              | 0               | 0               | 0               | 22              | 22              | 36.75%          | (53)             | -102.11%        |
| 51801 EMPLOYEE BONUS PROGRAM                  | 3,380           | 0               | 0               | 0               | 2,016           | 2,016           | #DIV/0!         | (1,364)          | #DIV/0!         |
| 52010 FREIGHT, EXPRESS AND DELIVERIES         | 52              | 176             | 121             | 59              | 140             | 81              | 7.27%           | 88               | 11.40%          |
| 52024 USC EMPLOYEE TRAVEL DOMESTIC            | 0               | 67              | 0               | 0               | 0               | 0               | --              | 0                | --              |
| 52039 TELEVISION & CABLE SERVICES             | 772             | 765             | 829             | 1,114           | 956             | (158)           | -7.55%          | 184              | 2.98%           |
| 52040 REPAIRS                                 | 0               | 0               | 0               | 0               | 0               | 0               | --              | 0                | --              |
| 52041 REPAIRS TO EQUIPMENT-NON USC W          | 6,167           | 4,538           | 1,806           | 2,090           | 1,565           | (525)           | -48.93%         | (4,602)          | -365.40%        |
| 52051 PRINTING-USC WORK                       | 1,096           | 0               | 56              | 48              | 0               | (48)            | -1.14%          | (1,096)          | -1826.00%       |
| 52052 PRINTING-NON USC WORK                   | 1,260           | 233             | 246             | 1,073           | 3,504           | 2,431           | 3241.09%        | 2,244            | 317.42%         |
| 52054 ADVERTISING NON USC WORK                | 60              | 393             | 400             | 4,216           | 5,577           | 1,361           | 1488.02%        | 5,517            | #DIV/0!         |
| 52070 CONTRACTUAL SERVICES REPORTABL          | 707             | 867             | 1,506           | 75              | 676             | 601             | 96.52%          | (32)             | -3.01%          |
| 52083 OTHER CONTRACTUAL SERVICE-USC           | 0               | 0               | 0               | 91              | (7,284)         | (7,375)         | -798.40%        | (7,284)          | -1348.90%       |
| 53001 OFFICE SUPPLIES                         | 1,047           | 1,081           | 974             | 622             | 2,336           | 1,714           | 1912.74%        | 1,289            | #DIV/0!         |
| 53002 EDUCATIONAL SUPPLIES                    | 540             | 1,415           | 713             | 924             | 1,087           | 163             | #DIV/0!         | 547              | #DIV/0!         |
| 53004 DATA PROCESSING SUPPLIES                | 0               | 0               | 140             | 90              | 46              | (43)            | #DIV/0!         | 46               | #DIV/0!         |
| 53005 FOOD SUPPLIES                           | 0               | 487             | 0               | 0               | 0               | 0               | --              | 0                | --              |
| 53006 MEDICAL SUPPLIES                        | 0               | 471             | 52              | 0               | 90              | 90              | 0.81%           | 90               | 0.60%           |
| 53008 MOTOR VEHICLE SUPPLIES                  | 0               | 252             | 0               | 0               | 0               | 0               | --              | 0                | --              |
| 53009 OTHER SUPPLIES                          | 14,836          | 12,050          | 12,802          | 11,019          | 16,326          | 5,307           | 161.44%         | 1,489            | 641.97%         |
| 53011 MAINTENANCE SUPPLIES                    | 0               | 0               | 75              | 0               | 0               | 0               | --              | 0                | --              |
| 53012 CLOTHING AND DRY GOODS                  | 232             | 1,359           | 1,176           | 3,287           | 2,277           | (1,010)         | -86.83%         | 2,045            | 246.49%         |
| 53014 CUSTODIAN-JANITORIAN & LAUNDRY          | 0               | 0               | 0               | 0               | 0               | 0               | --              | 0                | --              |
| 54013 RENTS-NON DATA PROCESSING EQUI          | 830             | 700             | 309             | 1,163           | 2,318           | 1,154           | 57.13%          | 1,488            | 57.80%          |
| 54015 RENTS OTHER                             | 0               | 723             | 0               | 0               | 0               | 0               | --              | 0                | --              |
| 54033 NON-BINDING LEASES-NON-DATA PR          | 2,574           | 2,726           | 1,551           | 2,020           | 1,140           | (880)           | #DIV/0!         | (1,434)          | #DIV/0!         |
| 54110 CONTRIBUTIONS AND DUES                  | 590             | 1,125           | 1,412           | 1,793           | 1,011           | (782)           | -15.50%         | 421              | 24.89%          |
| 54200 OTHER FIXED CHARGES                     | 0               | 0               | 0               | 0               | 0               | 0               | --              | 0                | --              |
| 54230 OTHER FIXED CHG CREDIT CARD CH          | 1,689           | 3,352           | 2,571           | 5,048           | 3,216           | (1,833)         | -3.08%          | 1,526            | 2.56%           |
| 54520 TUITION/FEES-PARTICIPANTS NON-          | 280             | 534             | 0               | 0               | 150             | 150             | 706.55%         | (130)            | #DIV/0!         |
| 54600 FRINGE BENEFITS                         | 59,625          | 33,487          | 55,506          | 59,522          | 58,532          | (990)           | #DIV/0!         | (1,094)          | #DIV/0!         |
| 54601 STATE RETIREMENT STATE EMPLOYE          | 0               | 0               | 0               | 21              | 0               | (21)            | #DIV/0!         | 0                | --              |
| 54606 SOCIAL SECURITY FICA STATE EMP          | 0               | 0               | 0               | 0               | 0               | 0               | --              | 0                | --              |
| 54608 HEALTH INSURANCE STATE EMPLOYE          | 123             | 0               | 0               | 0               | 0               | 0               | --              | (123)            | #DIV/0!         |
| 54610 DENTAL INSURANCE-STATE EMPLOYE          | (18)            | 0               | 0               | 0               | 0               | 0               | --              | 18               | 9.26%           |
| 59211 CLOTHING MERCH                          | 0               | 0               | 0               | 0               | 0               | 0               | --              | 0                | --              |
| 59540 AD EVENT EXP SUPPLIES                   | 190             | 0               | 0               | 0               | 0               | 0               | --              | (190)            | -0.05%          |
| 62150 C & G ACCOUNT OVERDRAFTS                | 0               | (134,634)       | 0               | (30,000)        | (78,693)        | (48,693)        | #DIV/0!         | (78,693)         | #DIV/0!         |
| <b>Total Expenditures (including Contras)</b> | <b>419,190</b>  | <b>172,051</b>  | <b>378,769</b>  | <b>360,076</b>  | <b>309,479</b>  | <b>(50,597)</b> | <b>#DIV/0!</b>  | <b>(109,711)</b> | <b>#DIV/0!</b>  |
| <b>Change in Fund Balance</b>                 | <b>(80,282)</b> | <b>116,856</b>  | <b>(64,306)</b> | <b>(18,602)</b> | <b>52,493</b>   | <b>71,095</b>   | <b>-382.20%</b> | <b>132,776</b>   | <b>-165.39%</b> |
| <b>Beginning Fund Balance</b>                 | <b>(18,122)</b> | <b>(98,404)</b> | <b>18,451</b>   | <b>(45,855)</b> | <b>(64,457)</b> | <b>(18,602)</b> | <b>40.57%</b>   | <b>(46,335)</b>  | <b>255.68%</b>  |
| <b>Ending Fund Balance</b>                    | <b>(98,404)</b> | <b>18,451</b>   | <b>(45,855)</b> | <b>(64,457)</b> | <b>(11,964)</b> | <b>52,493</b>   | <b>-81.44%</b>  | <b>86,441</b>    | <b>-87.84%</b>  |

| GH&WC UTILITIES      | FY12 BUDGET   | FY13 BUDGET   | FY14 ACTUAL   | FY15 ACTUAL   | FY16 ACTUAL   | 1 yr Change   |          | 5 yr Change    |          |
|----------------------|---------------|---------------|---------------|---------------|---------------|---------------|----------|----------------|----------|
|                      |               |               |               |               |               | \$ Change     | % Change | \$ Change      | % Change |
| 52061 ELECTRICITY    | \$ 85,623.49  | \$ 67,757.86  | \$ 75,000.00  | \$ 65,086.93  | \$ 79,028.70  | \$ 13,941.77  | 21%      | \$ (6,594.79)  | -8%      |
| 52062 NATURAL GAS    | \$ 46,132.34  | \$ 36,754.47  | \$ 35,113.05  | \$ 32,706.56  | \$ 37,061.86  | \$ 4,355.30   | 13%      | \$ (9,070.48)  | -20%     |
| 52063 WATER          | \$ 17,236.48  | \$ 14,017.44  | \$ 10,253.96  | \$ 13,035.25  | \$ 11,128.90  | \$ (1,906.35) | -15%     | \$ (6,107.58)  | -35%     |
| 17550A006 P E CENTER | \$ 148,992.31 | \$ 118,529.77 | \$ 120,367.01 | \$ 110,828.74 | \$ 127,219.46 | \$ 16,390.72  | 15%      | \$ (21,772.85) | -15%     |