

 UNIVERSITY OF SOUTH CAROLINA	<h1 style="text-align: center;">REQUEST FOR PROPOSALS</h1>	Solicitation Number Date Issued Date Posted Procurement Officer Phone E-Mail Address	USC-RFP-3477-LD May 02, 2019 May 02, 2019 Leann DeLoach (803)777-4117 Cudd2@mailbox.sc.edu
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DESCRIPTION: Event Staffing Services

USING GOVERNMENT AGENCY: University of South Carolina

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

SUBMIT OFFER BY (Opening Date/Time): May 17, 2019 @ 3:00 PM, EDT See "Deadline for Submission of Offer" provision.

QUESTIONS MUST BE RECEIVED BY: May 10, 2019 @ 3:00 PM, EDT See "Questions from Offerors" provision.

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original in Hardcopy and
Three (1) Hardcopies Marked
"Copy" Plus (1) Electronic Copy,
Original shall prevail

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

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

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

See "Submitting Your Offer" provision

CONFERENCE TYPE:
DATE & TIME:

LOCATION:

As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions

AWARD &
AMENDMENTS

Award will be posted at the Physical Address stated above on **June 14, 2019**. The award, this solicitation, and any amendments will be posted at the following web address: <http://purchasing.sc.edu>

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

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax-exempt corporate entity <input type="checkbox"/> Government entity (federal/state/local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	
DATE SIGNED	

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

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

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)
	<hr/> Area Code - Number - Extension Facsimile
	<hr/> E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
 <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	 <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS							
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES – A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at 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 (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): Start date: **July 01, 2019** End date: **June 30, 2024**. 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 event staffing services for the Athletic Department in accordance will all requirements state herein.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015): CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the State Fiscal Accountability Authority 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.

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.

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.

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.

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.

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.

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.

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.

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>. [02-2A040-2]

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.

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.

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."

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]

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.

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.

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]

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

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.

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: This solicitation does not commit the State of South Carolina to award a contract, to pay any cost incurred in the preparation of an offer, or to procure or contract for the articles of goods or services. The State may cancel this solicitation in whole or in part. The State may reject any or all offers in whole or in part. [Section 11-35-1710 & R.19-445.2065]

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

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

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

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

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

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

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.

STATE OFFICE CLOSINGS: 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>

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as

defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

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

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):

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

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.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

SUBMISSION OF QUESTIONS

Mark Envelopes on questions mailed:

Questions: USC-RFP-XXXX-LD

Title: Event Staffing Services

Attn: Leann DeLoach

QUESTIONS MAY BE E-MAILED TO:

Cudd2@mailbox.sc.edu

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]

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]

DISCUSSIONS WITH OFFERORS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer.

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.

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)]

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,

(b) by facsimile at 803-737-0639, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

LEGAL AGREEMENTS INCLUDED WITH PROPOSALS MUST BE CLEARLY LABELLED SAMPLE

Every page of legal agreements(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 attempts 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.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

III. SCOPE OF WORK / SPECIFICATIONS

DELIVERY DATE – PURCHASE ORDER (JAN 2006): All items shall be delivered within days after receipt of purchase order.

1.0 INTRODUCTION

The University of South Carolina Department of Athletics is soliciting proposals through an open and competitive Request for Proposals (RFP) process for Event Staffing Services. The Contractor will provide Event Staffing Services for Williams Brice Stadium (Football Stadium-80,250 capacity); Founders Park (Baseball Stadium-8,242 capacity); as well as other Athletics Department venues and miscellaneous events; with the exception of the Colonial Life Arena. The primary considerations of this service are quality of service, manner of service, and the economy of price to the Department of Athletics. All services performed to contract are subject to the supervision and control of the Department of Athletics of the University of South Carolina. The Contractor shall provide all labor, on-site supervision, transportation, equipment (inclusive of two-way radio communications), uniforms, and supplies necessary to perform the Event Staffing roles.

2.0 SCOPE OF CONTRACT

STANDARDS OF OPERATION

2.01 UNIFORMS: The Contractor shall provide a standard, professional, easily recognizable uniform for all its Event Staff employees. Uniform design must be pre-approved by the Department of Athletics. Contractor Staff must be easily recognizable as Event Staff no less than sixty feet (60') of distance. "Event Staff" lettering applied to back of event staff shirts must meet a minimum of two inches (2") in height. Additionally, numbering on the jacket or shirt uniform is required which must be easily seen/read from no less than five feet (5') away; identification must be displayed at chest height that clearly identifies the Contractor's company. The Athletics Department reserves the right to add a temporary form of identification to this uniform that includes the University name and/or logo and facility name.

All uniforms must be clean, well maintained and appropriately sized. Shirrtails must be tucked- in, waistbands of pants must be worn at the waist. Hats and/or baseball caps displaying the Contractor's company or University logos are permitted when worn outside; hats and/or baseball caps are not permitted in premium areas and inside venues. Shorts and Capri pants are permitted only during extreme hot weather conditions; and must be approved prior to being worn by the Department of Athletics. A color photo of current or proposed Contractor's uniform must be provided at the time of the proposal submittal by Offeror.

2.02 WORK SCHEDULE: The event staffing in this solicitation will be provided on an as needed basis coordinated by the Assistant Athletics Director for Operations and Event Management or his/her designee. The Department of Athletics will notify the Contractor no later than fourteen (14) days prior to a confirmed event. The Department of Athletics will provide the Contractor an order for event staff and supervisor personnel for a confirmed event no later than five (5) days prior to an event. The Contractor shall agree to allow changes in staffing needs from the original request up until twenty-four (24) hours prior to the event.

In addition to the tentative schedule of events, the Department of Athletics anticipates requesting staffing for other events that arise during the normal course of business. The Department of Athletics shall exercise reasonable efforts to ensure that the Offeror has adequate notice to staff events, but such notice may occur less than fourteen (14) days prior to these events. If Contractor is unable to provide the staff or the number of staff requested, then the Contractor should inform the Department of Athletics representative within twenty-four (24) hours of the request, via email, text message, and/or telephone call. The Athletics Department reserves the right to contact another event staffing agency via email, text message, and/or telephone call for that event without penalty to either party.

In the event of cancellation, the Department of Athletics shall notify the Contractor as soon as possible to cancel a staff call. However, the Department of Athletics shall not be liable for staffing costs, including cancellations if made twenty-four (24) hours in advance, or day of event if such cancellations are due to weather and/or act of God. In these cases, the Department of Athletics shall in good faith inform the Contractor at the earliest possible time, and keep Contractor apprised of changes as soon as possible via email, text message, and/or telephone call.

2.03 REPORTING TIMES: The Assistant Athletics Director for Operations and Event Management or his/her designee will assign reporting times for the Event Staff personnel at the time the request is placed for event staffing. Standard report time is thirty (30) minutes prior to opening for said events. Approximate check-in and check-out times will be designated at the time the event request is made. The Department of Athletics Event Manager or his/her designee must approve any variance in check-in or check-out times in an advance. In an effort to be fiscally responsible, varied check-in and check-out times may be utilized by the Department of Athletics Event Manager or his/her designee.

2.04 TRAINING PROGRAM

A. TRAINING PROGRAM: Offeror must provide an established formal training program outline in its proposal. This program outline must include all areas of public interaction, crowd management, and customer service. The Department of Athletics reserves the right to require the Contractor to add additional training topics as needed or required for the operation.

The Offeror's training program must include an on-site training session that affirms that all Event Staff are familiar with the venue, staff and policies/procedures. The Department of Athletics reserves the right to observe and participate in those components of the Contractor's training sessions that are intended to familiarize, orient and train Contractor's employees in regard to the venue's policies, procedures, and services that are specific to each venue. The Contractor's in-house training program must take place within thirty (30) days of the first event for each venue and be held annually in each contract year. Initial training must continue throughout the contract term for new hires/staff. A sample of the training program for its employees must be provided by the Offeror at the time of the submittal of its proposal.

B. HANDBOOK: Contractor must provide all its Event Staff with an employee handbook that is specific to the Contractor's general event staffing information for that venue including dress, report times, customer service, facility policies and procedures, sample credentials/passes, and diagrams/maps of the venue as well as a list of key University and Department of Athletics personnel who may interact with Event Staff. Prior to publication of the Handbook, the Contractor must provide a draft of the Handbook for Department of Athletics to review. The Department of Athletics will forward requested Handbook revisions or request for clarifications to the Contractor within three (3) business days of receiving the draft. Once the Contractor has made the revisions to the draft and the handbook is published, the Department of Athletics will be responsible for the costs associated for any revisions made to the Handbook if requested by the Department of Athletics and provided that the Handbook published replicates the draft provided and the agreed upon revisions.

A supplemental handbook or training manual approved by the Assistant Athletics Director for Operations and Event Management may be used in addition to the Contractor's handbook. All employees who have completed the training program must sign an acknowledgement statement which affirms that they have received the handbook and associated training, have had an opportunity to read the handbook, and comprehend their responsibilities. The Department of Athletics will provide this Acknowledgement form; the Contractor should

provide the Department of Athletics with copies of the acknowledgement signed by employees before they work in the venues. Originals must be kept on file by the Contractor and are subject to review by the University and the Department of Athletics.

C. HIRING OF STAFF: The Department of Athletics requires that all Contractor Event Staff be subject to a SLED Background check and be cleared by SLED prior to performing any services.

D. NEW STAFF: The Department of Athletics requires that all Contractor Event Staff complete the formal training program before being scheduled to work in said venues.

E. PAYMENT FOR TRAINING: The Department of Athletics does not pay for the time in which Contractor Event Staff are in training.

F. TRAINING ROOM: The Department of Athletics will provide a training room at no cost to the Contractor for on-site training which will be contingent upon availability of space at preferred training times. The Contractor shall contact the Assistant Athletics Director for Operations and Event Management to make the necessary arrangements.

G. TRAINING RESOURCES: The Department of Athletics requires that the Contractor use training recognized in industry organizations as well as instruction provided by the University of South Carolina Division of Law Enforcement Services.

2.05 STAFF DISCIPLINE: The Department of Athletics reserves the right to require the Contractor to remove any employee from their assigned position and/or from said venue temporarily or permanently, when in the Department of Athletics sole opinion, the employee is not performing satisfactorily. Unsatisfactory performance shall include but is not limited to the following:

- A. Not performing job responsibilities satisfactorily in the Department of Athletics sole opinion
- B. Possession of a weapon on said venue property
- C. Reporting under the influence of alcohol, drugs, inhalants, or controlled substances
- D. Use and/or possession of alcohol, drugs, inhalants and/or controlled substances while on duty or in the workplace
- E. Theft, willful damage and/or unauthorized use of Department of Athletics property
- F. Participation in any illegal activity
- G. Sleeping on duty
- H. Insubordination, unprofessional, abusive or offensive behavior
- I. Requesting promotional items or gifts
- J. Smoking or use of any tobacco products within/on of the Department of Athletics/University of South Carolina facilities.

Any person assigned to this contract by the Contractor found to be in possession of or under the influence of intoxicants or narcotics shall be removed from their assignment to this contract and excluded from Department of Athletics venues and may also be subject to arrest and criminal prosecution.

2.06 FOOD: Contractor event staff are not permitted to partake of food in areas not designated for Event Staff. No Contractor Event Staff may partake of premium /hospitality/reception food unless invited by the Assistant Athletic Director for Operations and Event Management, or his/her designee and approved by the Contractor event staff supervisor.

When meals are provided as a courtesy for the Contractor's event staff, a designated period of time will be allotted for the consumption of that meal and the event staff will be "off the clock" during that time. The Department of Athletics will not be billed for that time.

Contractor Event Staff are not permitted to eat or drink at their assigned posts, with the exception of overnight security when the general public or patrons are not around. Exceptions may be made for extended, outdoor assignments and should be discussed in advance with the Assistant Athletics Director for Operations and Event Management, or his/her designee.

2.07 CELL PHONE USE: While on duty, the Contractor's event staff may not text, telephone, or otherwise entertain themselves with cell or smart phones, except for Department of Athletics in-game venue purposes. In case of an emergency, they should request to be released by their supervisor from their post to conduct personal business out of the public view. Bluetooth earpieces or earplugs for non in-game electronic devices are not permitted.

2.08 EQUIPMENT: The Contractor will provide its Event Staff with the necessary tools to perform the duties of the job. Two-way radios must be set on frequencies not being used by the Department of Athletics or their Event Management partners. Contractor event staff on parking assignments must have reflective vests and traffic cones as well as two-way radio communications.

2.09 MEETINGS/DE-BRIEFINGS: The Contractor shall be available to meet with the Assistant Athletics Director for Operations and Event Management, or his/her designee on a weekly or as needed basis to discuss any issues concerning the contract, personnel, billing, and events. Contractor staff attending/participating in these meetings will not be compensated by the Department of Athletics for their time.

3.0 DUTIES AND RESPONSIBILITIES OF CONTRACTOR EVENT STAFF

3.01 WILLIAMS BRICE STADIUM

CONTRACT SECURITY/USHERS/SUITES/EXECUTIVE CLUBS AND ELEVATOR OPERATIONS

➤ Game Week

- Provide 24-hour security at Williams-Brice Stadium tarmac beginning at 6:00 am on the Friday before each home game; and on Wednesday before each Thursday night game.
- Allow access through lot A/B entrances off of Key Road.
- All non-Athletics Department vehicles entering the tarmac will be stopped and screened by Event Staff personnel. For deliveries, the drivers' I.D. will be checked and the name of the person driving the vehicle, along with company name if applicable (deliveries) will be recorded as well as the make, model and license plate number of the vehicle. This level of security will be turned over to USC Police Department each home game day at 8am.
- All deliveries will be checked at lot A/B entrance located on the East side of the stadium. All athletics department personnel, student-athletes, and visitors will be limited to entering the service gate located at lot A/B and Gate 81, NE corner of stadium/card access and Gate 20, West side of stadium. Each individual will be screened and names recorded as they enter the stadium. All print and television media will only enter through Gate 20 for the Tuesday press conference and daily post practice media briefings that are held in the Media Auditorium on the West side of Williams-Brice Stadium. All other gates will remain locked until early gates are opened 2 hours prior to kickoff (Early gates are Gate 20, 21, 48, 96, 65). Gate R46 opens 2 ½ hours prior to kick-off but is a football recruit gate only. All other gates will open 1 ½ hours prior to kick-off on game days.

➤ Parking Lot Security (Part I)

- Provide (6) personnel for stadium parking lot security beginning Friday @ 6:00 am and continuing around the clock until 8:00 am on Saturday/Game Day. (1) Control lot A/B entrance – (1) Lot C, (1) Lot D, (1) Gate 98, (1) Gate 67, (1) Gate 48.
- Provide (1) security personnel to monitor – National Guard Armory Road parking beginning at 5:00PM on day prior to game and monitor handicapped parking and reserved road spaces until contract parking attendants arrive 5 hours prior to kickoff
- Provide (1) Premium North at midnight Friday.

➤ Game Day

- Event Staffing utilizes approximately 500 positions in and around Williams-Brice Stadium during the game.
- Pre-game check-in is held at the Bignon Gameday Center

University of South Carolina Football Security Specifications – Revised 8/12/18

I. The following positions have an 8:00 am arrival time (unless noted differently) on game day – 7:00 pm kickoff:

(21) stadium positions & (2) Indoor FB Facility & Practice Fields, (4) Football Operations Building, (4) Gamecock Village & (4) supervisors @ 14.5 hrs/each, (18) stadium plaza and miscellaneous parking lot positions. Total – 53 positions

➤ Parking Lot Security – Part 2

- (1) position - security personnel for media/staff on Key Road Lot beginning on Saturday at 6:00 am around the clock until one (1) hour post game on Saturday/Game Day.
- (4) positions – (1) each to monitor Bignon Gameday Center lots A-D on Key Road - until contract-parking attendants arrive 5 hrs before kickoff

Monitor Plaza Access Points for authorized/unauthorized golf carts – (7) Total

- (1) Corner of Key Road & George Rogers Blvd
- (1) Pedestrian access off Key Road across from Lot D
- (1) Floyd Building – George Rogers Blvd.
- (1) North Plaza – George Rogers Blvd.
- (1) Northwest Plaza – George Rogers Blvd. & Bluff Road
- (1) Southwest Plaza – TV Compound – Bluff Road
- (1) Southwest Plaza – Access between Cockabooses #20 & #21

George Rogers Statue Location

- (2) Manage crowd control around statue – Total – (2)

Bignon Gameday Center

- (2) Manage no-access areas along sidewalk behind building
- (2) Manage access on two rolling gates between lots A & B
- Total – (4)

Stadium Security

- (4) positions allow only authorized personnel into Floyd Building-front & back door, side entrance near North Service Gate & plaza entrance control
- (2) positions allow only authorized personnel into Crews Football Building

- (2) positions – (1) each at SE & NE entrance to monitor vendors, game day activity & control access
- (2) positions – West (W20) & East (E81) employee pass gates – to control access for game day employees, concessions, vendors, handle pass-out situations, assist visiting team access etc.
- (3) positions – Van drivers
- (3) positions – check-in/Bignon Gameday Center
- (1) position – monitor media work room – report 3 hours prior
- (1) position – Zone elevator gate (Z 51) – report at 8am
- (1) position – Side door entrance to Crews Building
- (2) positions – Assist with the southwest player entrance gate, team field gate and south service gate
- (4) positions – Gamecock Village
- (1) position – Lobby of Indoor Football Practice Facility
- (1) position – Football Practice Fields – Prevent unauthorized access
- (4) positions – Football Operations Building – Prevent unauthorized access
- **(4) Supervisors to monitor staffing**

**III. The following positions arrive (2.5) hours from kickoff on game day
(185) staff & (20) supervisors @ 6.5 hrs/each – total - (205) positions**

Stadium Security

- (1) position – East Pass Gate - Gamecock Player Parent Gate (GP 65) – Gate opens 1 ½ prior to kickoff.
- (6) positions – Plaza guest services locations (arrive 3 hours prior)
- (8) positions – (2) at each of the four field entrances to limit access to players, coaches, officials, law enforcement and any other people with proper credentials
- (2) positions – monitor & control stairs from lower west stands down onto field
- (2) positions to monitor & control home sideline area checking for proper credentials
- (1) position – Roof - Crews Building (smokers)
- (2) positions to monitor & control visiting sideline area & band access gates checking for proper credentials
- (6) positions to monitor band seating area – sec. 23
- (8) positions on south end of field – duties include but not limited to: (6) positions keeping patrons moving while keeping aisles clear, (2) positions monitoring handicapped seating, recruiting gate, while providing field security for half-time and post-game

- (9) positions north end of field – duties include but not limited to: keeping patrons moving while keeping aisles clear.
- (1) position – Glass doors to Athletic Training Room – West Ground Concourse
- (1) position – Hall of Captains Hallway
- (1) position – 2nd floor exit door of Crews Building
- (20) positions – student wrist banding
- (8) positions in student section aisles
- (8) Student section vomitory security – checking tickets and section numbers in student section.
- (4) positions to monitor & prohibit public access to NW tunnel area
- (1) position – visiting locker room door
- (1) position – Referee's Locker room
- (2) positions to monitor & control access to west concession tunnel, controlling access for game day employees, concessions vendors-concourse side of door
- (6) positions to prevent access from upper West stands to P1 & P2 levels. Prevent access from P1 & P2 unless credential is presented. Monitor activity in stairwells between P1 & P2 levels
- (2) positions to monitor the stairwells from suite level west (200) level – to prevent access to unauthorized personnel – stairwell doors on either side of EC Level kitchen
- (1) position to assist South Carolina Athletics Communications and Public Relations Staff with the 700 level press & coaches elevator
- (1) position outside entrance to Stadium Observation/Instant Replay Booth – 700 Level
- (1) position to ensure no unauthorized persons enter the camera deck area; No children allowed. Duties also involve monitoring unsafe behavior
- (1) position SW ramp – for patron directional assistance/former SW cut-through
- (6) positions to monitor & prohibit public access to SW tunnel area & home team locker room access
- (2) South concourse bike rack – coaches/player access to Crews Building
- (1) position – red carpet - photographer area
- (4) positions – (2) will be assigned to each elevator on the east side upper deck/ 400 club level allowing access only to patrons and personnel with proper tickets, passes and credentials
- (2) positions to monitor stairwell access to Spur Lounge, East Lounge Level
- (4) positions to monitor entry to Football Recruit & Non-Football Recruit gates
- (2) positions – Outer gates
- (2) positions – Inner gates

- (2) positions - monitor entry through recruit access – SW team area
- (2) positions - monitor section 10 stair
- (1) position to monitor & ensure only authorized persons access the following lounges:
Letterman's Lounge-NW ground level
- (10) positions, (1) at each of the ten gates on the west side of the stadium that lead into the 100 level
- (4) positions, (1) at each of the four gates on the east side of the stadium that lead up to the 400 level
- (18) positions – 400 level glass doors; check for appropriate tickets
- (2) positions, (1) at each end of the east side ramps that lead to the Scholarship and Spur Lounge level
- (2) positions, (1) each at the north & south end ramp gates @ 100 level leading up to the 200 level
- (2) positions, (1) each at the north & south end ramp gates @ 200 level
- (7) positions – Guest Services tables – North & South & East lower; West, East & South upper, & West Main
- (3) positions to assist with the east lower bike rack area (student section) & game day operations as needed
- (4) positions – recruit seating areas (all recruits in section 10) (2) Varsity sports (2) Football
- (1) South upper deck (900 level camera position)
- (20) Supervisors to monitor staffing

Bag Check Security

All persons, with the exception of working first responders with the appropriate wristband, will have their bags checked each time they enter the facility.

(59) positions @ 6.5 hrs/each and (8) supervisors - arriving 2.5 hrs from kickoff on game day

(2) positions each home game for locker stocking at Gate 20 and Zone from 12n – 4:00 pm

Total – (69) positions

- Provide (59) personnel and (8) supervisors to assist with bag check posts at gates around stadium; monitor stadium gates during the game and opening gates for post game egress
- Provide (2) bag check positions the Friday prior to the first home game & every Friday of each home game thereafter to inspect items being stocked in the west side suites and Zone – 12n-4pm

Ushers

- Provide (1) ushers per vomitory throughout the stadium checking tickets and assisting patrons as needed.

- -Provide (45) ushers and (10) supervisors – total 55 positions

J. EVENT STAFFING SERVICES – PREMIUM SEATING, ELEVATORS, and ESCALATORS

- 64 attendants and 8 supervisors
- Control access to 200 and 600 levels, Executive Clubs, and Suites & Zone
- Elevator operators - East, West, and Zone. – total – (9) elevators

Attendants are responsible for maintaining a safe and enjoyable atmosphere for fans and athletics personnel prior to, during and following the football game. Duties include checking tickets for admittance to premium areas, wrist banding ticketholders in premium areas, and preventing overcrowding in elevators, escalators, and premium areas. Attendants and supervisors will be expected to staff all home football games for six and one half hours (2.5 hours prior to kickoff, 4 hours during game and postgame—minimum 30 minutes following game). Personnel check-in will be at Bignon Gameday Center.

Attendants will be necessary in the following areas:

- (2) BOT/207, (2) Gridiron Club, (1) Suite 1, (1) Suite 18
- 2 Champions Clubs (Occupancy=250 people per Club/Attendants Needed=3 per Champions Club) – total – (6)
- 600 Level (Occupancy=335 people/Attendants Needed=4 total)
- The Zone (Occupancy=1,500 people/Attendants Needed=16 total)
 - 1) provide a total of (18) personnel inclusive of (2) supervisor(s) for the “Zone” seating area – responsibilities include but are not limited to: (1) at top of escalator, (1) at bottom of escalator, (4) to monitor SW & SE exit doors, (2) to monitor exit gates E & W, (2) to monitor E & W wooden doors/punch tickets & issue wrist bands, (6) to monitor SE & SW glass door access into the Zone.
- (6) Elevator Operators
- (18) attendants to monitor elevator capacities; check tickets allowing access only to those patrons & persons with proper passes, tickets, and credentials.
- (2) positions – (1) at each ground level gate entrance to the outer West elevators
- (3) attendants-East Side Scholarship Lounge
- (3) attendants – West Side Scholarship Lounge

(64) positions and (8) Supervisors – Total – (71 positions)

TOTAL PERSONNEL – (412) Staff and (50) Supervisors – (462) positions

***The information regarding the staffing needs for game week and game day security is a guideline of our current operation. Management (South Carolina Athletics) reserves the right to make changes to staffing numbers and responsibilities at their discretion.**

3.02 FOUNDERS PARK – Revised 1/7/19

I. CONTRACT SECURITY

A. Security Event Staffing

- (1) Agricultural Lot (arrive 5 hours before day game and 6 hours before night game)
- (1) Early Parking (Williams and Wheat – top of dirt road)
- (1) Gate 1 (Early – 5 or 6 hours before game depending on start time)
- (1) Gate 3 (Early – 5 or 6 hours before game depending on start time)
- (1) Gate 4 (Early – 5 or 6 hours before game depending on start time)
- (2) Bag Check – Gate 1
- (2) Bag Check – Gate 2
- (8) Ushers
- (2) Dugouts

- (1) Team tunnel (keep fans from going past bathroom)
- (1) Grounds maintenance entrance
- (1) Ground level door leading to Perch/Club/Suite Seats
- (1) Concourse entrance to security room
- (1) Security room/fire panel/ check-in
- (1) Elevator operator (VIP hallway just inside gate 3)
- (1) Concession entrance door inside door to also watch elevator
- (1) Concession entrance door Lot 2 side inside door – No fans
- (1) Concourse level glass door leading to VIP lobby
- (1) Downstairs elevator at VIP lobby (check passes & tickets)
- (1) Elevator operator VIP lobby
- (1) Stairwell entrance door concourse level (stair 1 near gate 4)
- (1) Stairwell door leading to Suites/boxes 3rd base side
- (1) Bridge railing under scoreboard/ visiting bullpen
- (1) Guest services booth
- (1) Bi Lo Berm sign (do not sit on sign)
- (1) ADA Patrol
- (2) First Base Club outer doors

B. Security Duties and Responsibilities

- Secure parking lots 1 and 2 until contract parking services arrives 3 hours before game time
- Secure Agricultural lot (all day)
- Check in at security office/receive event staff shirt
- Pre-game briefing – 2 hours before game time
- Bag check – search for prohibited items
- Ushers – assist fans with seating, locations, etc.
- Security monitoring of stairwell near gate 4 and 3rd base stairwell
- Operate elevators
- Guard concourse doors leading to Perch/Club/Suite seats, security room, concessions, and VIP lobby
- Monitor dugouts
- Monitor foul balls in seating area/injuries

TOTAL CONTRACTOR EVENT STAFF PERSONNEL – (38) Staff & (4) Supervisors – (42) Positions*

***The information regarding the staffing needs for game week and game day security is a guideline of our current operation. Management (South Carolina Athletics) reserves the right to make changes to Contractor event staffing numbers and responsibilities.**

3.03 OTHER DEPARTMENT OF ATHLETICS VENUES

Provide Contractor Event Staff Security as requested by the Assistant Athletics Director for Operations and Event Management, and or his/her designee for the following venues: Stone Stadium (Soccer); USC Indoor Track & Weems Baskin Track (Track & Field); Carolina Softball Stadium at Beckham Field (Softball); Carolina Tennis Center (Tennis) and miscellaneous special events held at Williams Brice Stadium, Founders Park, Dodie Academic Enrichment Center, Athletics Village-Garage & Rice Athletics Center, Gamecock Park (Athletics Parking Facility adjacent to Williams Brice Stadium)

3.04 STAFFING REQUIREMENTS: Use of Contractor Supervisors must be consistent. Contractor Event Staff must be capable of understanding verbal instructions, capable of providing assistance to those they encounter, convey complete and accurate venue information, and communicate effectively by two-way radio.

4.0 ADMINISTRATIVE DETAILS

4.01 PAYMENT FOR SERVICES: The Contractor should provide an invoice for payment to the Assistant Athletics Director for Operations and Event Management within two business days of the conclusion of an event. Each invoice must list the names of individuals who worked during the event/billing period; with the total number

of hours worked. Contractor shall be paid for actual hours worked by its Event Staff based on contract hourly rate.

Contractor shall provide a staff check-in and check-out process that can be verified by the Department of Athletics. All Contractor event staff shall sign-in and sign-out for each event worked. The Department of Athletics shall not pay for any service beyond regularly scheduled hours except as requested by the Assistant Athletics Director for Operations and Event Management, or his/her designee. Requests for additional services from anyone other than the above-mentioned management shall not be honored for payment under the terms of this contract.

4.02 CONTACTING THE CONTRACTOR: Contractor must provide valid email address, mailing address, cellular and office telephone numbers and fax number to which information may be sent and retrieved; to assist the Athletic Director for Operations and Event Management or his/her designee.

4.03 NO SUBCONTRACTING: No part of the Contract work covered by this solicitation is to be subcontracted.

4.04 NON/POOR PERFORMANCE: The Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and industry practices. Charges of non/poor-performance against the Contractor will be documented by the Department of Athletics and submitted to the Contractor and University of South Carolina Purchasing Department for corrective action, review, and file. In the event of continued non/poor-performance by the Contractor, the Department of Athletics shall document these issues of non/poor-performance and submit them to the University of South Carolina Purchasing Department for proper action to be taken, i.e. corrective measures take place within thirty (30) days of such written notification.

4.05 INSURANCE CERTIFICATE: Contractor shall provide copies of the insurance certificate(s) to the University of South Carolina Purchasing Department. Required limits of liability insurance include-\$2,000,000 aggregate; \$1,000,000 each occurrence and \$1,000,000 in workers compensation. All insurance shall remain in full force and effect throughout the duration (term) of the Contract; a current insurance certificate must be provided prior to each contract year. All insurance shall be secured by the Contractor from companies of recognized financial responsibility who are licensed to do business in the State of South Carolina. **The successful bidder must provide a copy of its Liability Insurance certificate within ten (10) days upon the posting of the intent to award statement or statement of award and on each anniversary date thereafter attesting to such insurance coverage.**

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 Solicitations.

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:

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

REQUIRED LICENSE: Offeror shall provide a copy of its current SLED/Security Guard and Patrol License at the time it submits its proposal. Failure to include a copy of its current SLED/Security Guard and Patrol License with its proposal will result in the rejection of the offeror's proposal.

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.

COMPANY BACKGROUND INFORMATION:

Offeror should provide the following information in an executive summary; our recommendation is not to exceed two (2) pages:

- A brief history and overview of Offeror's company
- A company-wide organizational chart and resumes of those staff members that will have direct contact with the Department of Athletics

Offeror should provide enough information to ascertain that it has financial resources that are adequate to ensure full and proper performance under the terms of the contract

COMPANY EXPERIENCE AND REFERENCES:

The Offeror must have a least five (5) years of experience (at least two of which are in the State of South Carolina) providing event staffing services for major events seating at least 5,000 patrons in an arena setting.

At least two (2) years of experience at a venue seating capacity of 5,000 or more patrons is required.

This experience is defined as being the contract holder for providing event staffing services at said venues.

Offeror must have a minimum of two (2) years of experience as contract holder providing event staffing services for a collegiate football venue seating at least 10,000 patrons.

The Offeror must be an active member of a professional organization that offers training and support in the field of crowd management.

Provide a complete listing of all college and university accounts operated by the Offeror currently as well as in the last five (5) years. Listing must include the name, address, telephone number and email address of the account contact at each location, description of the services provided, and the period of time the Offeror has served that account.

If Offeror is/has not providing/provided this service at another college or university, describe other major accounts and your relationship with those accounts.

Offeror shall provide reference information on three (3) current accounts that are similar in size, scope, and nature to that described in the solicitation and have been served by the Offeror for at least one (1) year.

Provide a listing of all previously held college/university or major accounts in the past ten (10) years that the Offeror no longer operates/services and the reason the account is no longer held.

Offeror should state if it has legal judgments or fines levied against it within the past three (3) years, and provide an explanation for each.

****The University reserves the right to check offeror's references.****

WORK PLAN

The work plan shall consist of the following information:

- A copy of the Offeror's policies and procedures
- Offeror must submit photos of its current standard regular event and dress uniforms, revealing both front and back views, in order to display the standard uniform.
- An outline of Offeror's training program, complete with training manual

STAFFING COSTS

- Provide hourly rates for Event Staff and Supervisor personnel for years 1, 2, 3, 4, & 5

***NOTE: No additional cost, fees, or expenses for Offeror's proposed event staffing services will be incurred by the University.**

MINORITY PARTICIPATION (DEC 2015):

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

[04-4015-3]

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]

V. QUALIFICATIONS

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

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.

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.

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

- A. Offeror's Experience and References
- B. Offeror's Work Plan
- C. Offeror's Background Information
- D. Offeror's Staffing Costs

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.

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.

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.

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (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.

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

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

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

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

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

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be

fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

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.

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.

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.

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.

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

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

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

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable

to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

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

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

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

VII. TERMS AND CONDITIONS – B. SPECIAL

CHANGES (JAN 2006): (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

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

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

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

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

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

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

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

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.

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

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

subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

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

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

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

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

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

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

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

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

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

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

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

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

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

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

TERM OF CONTRACT – OPTION TO RENEW: (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 1 year, 0 month(s), and 0 day(s), 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.

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.

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE - BUSINESS PROPOSAL

RECOMMENDATIONS

1. Submitted proposals establish the first impression of the offeror's ability to follow instructions.
2. Responsiveness will be evaluated against the solicitation's specifications and scope of work and evaluation criteria.
3. Save costs associated with printing, binding, and shipping bids and by only submitting the information requested in the solicitation you are responding to.
4. INFORMATION FOR OFFERORS TO SUBMIT:
 - a. You shall submit a signed Cover Page, Page Two.
 - b. Your offer should include all other information and documents requested in:
 - (1) II.B. Special Instructions;
 - (2) III. Scope of Work;
 - (3) V. Qualifications

- (4) VIII. Bidding Schedule/Price – Business Proposal and
 - (5) Any appropriate attachments addressed in Part IX. Attachments to Solicitation.
5. DO NOT INCLUDE:
- a. Do not include a copy of the solicitation.
 - b. Do not include a copy of any amendment(s) to the solicitation.
 - c. Do not include any of your company's standard contract forms or other legal documents.
 - d. Do not include any exceptions to the solicitation's terms and conditions or specifications.
 - e. Do not include any additional boilerplate contract clauses, unless requested.
7. Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
8. By signing the Cover Page, you agree to be bound by the terms of the Solicitation

PLEASE REFER TO STAFFING COST ITEM OF THE PROPOSAL CONTENTS CLAUSE IN SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT OF THE SOLICITATION.

IX. ATTACHMENTS TO SOLICITATION

- A) IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**
- B) STATE OF SOUTH CAROLINA**
- C) OFFEROR'S CHECKLIST**

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://www.sctax.org>



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

I-312
(Rev. 7/24/14)
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.