

	Fixed Price Bid	Solicitation Number Date Issued Procurement Officer Phone E-Mail	GS-FPB-220174-05 October 09, 2023 Amy Sabol 803-777-5896 SABOLA@mailbox.sc.edu
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SOLICITATION DESCRIPTION:	Integrated Marketing and Public Relations
USING GOVERNMENTAL AGENCY:	UNIVERSITY OF SOUTH CAROLINA System wide campus

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

SUBMIT OFFER BY (Opening Date/Time):	10/31/2022 at 11:00 AM See "Deadline for Submission of Offer" provision.
QUESTIONS MUST BE RECEIVED BY:	10/24/2023 at 11:00AM sabola@mailbox.sc.edu See "Questions From Offerors" provision.
NUMBER OF COPIES TO BE SUBMITTED:	Submit on-line or deliver to 1600 Hampton Street Suite 606, Columbia SC 292088
SUBMIT ELECTRONIC OFFERS VIA THE FOLLOWING URL:	https://supplier.ps.sc.edu
SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS: See "Submitting Your Paper Offer or Modification" provision.	USC Purchasing Department 1600 Hampton St, Suite 606 Columbia, SC 29208
CONFERENCE INFORMATION As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions.	
CONFERENCE TYPE: N/A	LOCATION: N/A
DATE & TIME: N/A	
AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 07/28/2022. The award, this solicitation, and any amendments will be posted at the following web address: https://supplier.ps.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 sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

NAME OF OFFEROR (Full legal name of business submitting the offer)	SUPPLIER or OFFEROR ID
PRINTED NAME (Printed name of person signing below)	TITLE (Business title of person signing)
AUTHORIZED SIGNATURE (Person authorized to submit binding offer)	DATE SIGNED

OFFEROR'S TYPE OF ENTITY: (Check only one.) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Government Entity (federal/state) <input type="checkbox"/> Corporate Entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Order Address	(See "Signing Your Offer" provision.)
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(Return Page Two with your Offer.)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Phone Number Facsimile <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> E- mail Address							
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause.) ___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses.) ___ Order Address same as Home Office Address ___ Order Address same as Notice Address (check only one)							
ACKNOWLEDGMENT OF AMENDMENTS Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision.)								
Amendment No.								
Amendment Date								
DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause.)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)				
PREFERENCES - A NOTICE TO VENDORS (SEP 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(F)(4) & (G)]								
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)								

OFFEROR & SUPPLIER REGISTRATION REQUIRED

Potential offerors are strongly encouraged to build, review, or update the status of their online procurement account with the University as quickly as possible. This shall ensure there are no challenges when submitting the bid by the deadline. **DO NOT WAIT UNTIL THE FINAL MINUTES OF THIS EVENT TO SUBMIT YOUR BID.**

For more information, please visit the University's website.

Solicitations and Awards

The University of South Carolina is classified as a governmental body of the executive branch of South Carolina state government. As such, it is required to follow the [South Carolina Consolidated Procurement Code](#) and its ensuing [regulations](#) which are promulgated by the [South Carolina State Fiscal Accountability Authority](#).

New Online Solicitation System

The Purchasing Department is pleased to announce that our new online solicitation and bidding system is now live. This new web-based software system is used by the Purchasing Department to create online solicitation events, accept electronic bids and proposals, and issue notices of award for procurement contracts resulting from the solicitations. This new system completely replaces the legacy method of posting solicitations directly to our department website.

This new system provides:

- access to a public Supplier Portal (supplier.ps.sc.edu) where UofSC Solicitation Opportunities and Award Statements are published.
- an electronic registration process for prospective suppliers to become "Offerors" in the UofSC solicitation system.
- the ability to create and submit electronic responses to Solicitations, by both *Offerors* and existing UofSC *Suppliers*.

There was a 2-phase rollout for this new system:

- Phase 1 began March 1, 2021 - All vendors interested in doing business with the university may register as an [Offeror](#) (or request a Supplier [User ID](#) for vendors that **already exist in the university's supplier database**).
- Phase 2 began March 15, 2021 - All registered Offerors or Suppliers have the ability to submit bids and proposals directly online via the Supplier Portal of this new system.

The public access point for all ***new*** Procurement activity (i.e. Solicitations and Awards) on or after **March 15, 2021**, will be posted and maintained within the university's [Supplier Portal](#). On the Supplier Home Page, public users will be able to view active solicitation events, as well as view more information about Supplier and Offeror registration, including instruction guides and frequently asked questions and answers.

 Training resources to assist new Offerors and current Suppliers with the Supplier Portal and UofSC's Solicitation Opportunities will be available in the **New Solicitation System** section of our [Purchasing Toolbox](#).

SOLICITATION OUTLINE

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
- 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

***NOTE: You need only to return pages 1, 2, the Minority Participation page , Bid schedule and requested information for the Lot(s) you are bidding on.**

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire contractors to furnish all labor and supplies to provide services complying with the enclosed descriptions and/or specifications and conditions.

The University of South Carolina is seeking qualified consultants with extensive experience in branding to assist the Office of Communications and Marketing and individual campuses, colleges, schools and administrative units with the implementation of university marketing and branding strategies. The University's branding initiatives are led through the Office of Communications and Marketing

FIXED PRICE BIDDING

The following information taken from Section 11-35-1525 of the South Carolina Procurement Code will give a better understanding of the Fixed Price Bid process:

(2) Fixed Price Bidding. The purpose of fixed price bidding is to provide multiple sources of supply for specific services, supplies, or information technology based on a preset maximum price which the State will pay for such services, supplies, or information technology.

(4) Pricing. The State shall establish, before issuance of the fixed price bid, a maximum amount the State will pay for the services, supplies, or information technology desired.

(5) Evaluation. Vendors' responses to the fixed price bid will be reviewed to determine if they are responsive and responsible.

(7) Award. Award must be made to all responsive and responsible bidders to the State's request for competitive fixed price bidding.

(8) Bids Received After Award. Bidders not responding to the initial fixed price bid may be added to the awarded vendors' list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original fixed price bid as authorized by the solicitation.

(9) Remedies. The failure of a specific Offeror to receive business, once it has been added to the awarded vendors' list shall not be grounds for a contract controversy under Section 11-35-4230.

MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006)

Start date:06/16/2022 End date:06/15/2027. 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".

The contract shall be effective for an initial one-year term, with four additional one-year renewal options. [01-1040-1]

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 mean the using governmental unit.
- USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
- WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(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: www.procurement.sc.gov

(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.

[02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

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

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH & DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

[02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- (i) Offeror and/or any of its Principals- Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; 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 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). 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. If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror 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 non responsible. 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. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php> . The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php> [02-2A040-2]

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

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

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]

DRUG FREE WORKPLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

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

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received

by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

- (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]
- (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and answer format. All questions received have been reprinted below. The "state's response" should be read without reference to the questions. The questions are included solely to provide a cross reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "state's response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)] (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070]. (e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. (f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19- 445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/planandprepare/disasters/severe-winter-weather> [02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ONLINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification, the following instructions apply: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the format and number of copies indicated on the Cover Page. (e) Facsimile or email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

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

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

REGISTRATION REQUIRED (MAR 2021)

You must possess a UofSC User ID to be able to submit an offer. To obtain a User ID, visit supplier.ps.sc.edu and select User Registration. If your firm is already an active Supplier in the university's supplier database, you will choose one of the User ID Request options. If your firm is not a current active Supplier in the university's supplier database, you will choose "Register as an Offeror" to receive a User ID. Upon registration, you will be assigned a User ID which allows you to log into the Supplier Portal. Once logged in, you may 1) maintain your Supplier/Offeror profile and 2) create and submit offers in response to any of the posted Solicitation Opportunities. If you are already registered, you can update your information by selecting Manage Profile on the Supplier Home Page. (Please note that registration with UofSC does not serve as a substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with those agencies via the website scbos.sc.gov.)

[02-2A145-2]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)

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

OFFERING BY LOT (JAN 2006)

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

PROTEST - CPO - SFAA ADDRESS (JUN 2006)

Any protest must be addressed to the Chief Procurement Officer, State Fiscal Accountability Authority, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

III. SCOPE OF WORK

The University of South Carolina is committed to the implementation of integrated marketing communications and consistent brand strategies for the Columbia campus as well as the seven regional and comprehensive campuses in the USC system.

The University is seeking qualified consultants with extensive experience in branding to assist the Office of Communications and Marketing and individual campuses, colleges, schools, and administrative units with the implementation of university marketing and branding strategies.

While some of the creative execution can be performed by the staff of the Office of Communications and Marketing, there will be situations where there is a need for outside creative support. Should this be necessary, university clients will be required to use one of the approved contractors providing services in the following areas:

- Marketing Strategy Services
- Media Buying
- Freelance Writing
- Graphic Design
- Videography
- Photography
- Web and Digital Services
- Public Relations

General specifications are as follows:

1. Contractors should be fully qualified and competent with the proper knowledge, experience, and personnel to perform the required services. Contractors' experience and qualifications will be evaluated to determine that they meet the experience and other required specifications. Offerors who are determined to be qualified will be added to the list of potential contractors who can be selected by the university to perform these services on any relevant project.
2. The maximum hourly rate that qualified contractors will be paid for providing services is listed by service category in the Bid Schedule. Each task or project that a contractor is engaged to work on will be defined in advance with a price that is determined based upon these maximum hourly rates.
3. All original materials provided by the university client, including but not limited to, original copy, artwork, photographs, transparencies, prints and digital media must be returned to the university client in same order and condition as received by contractor(s). The university reserves the right to withhold payment until said materials are returned.
4. Contractors must participate in an initial in-person meeting with the University client to discuss the scope of the work, budget and timeline. Project details should be summarized in writing and returned to university client and the Office of Communications and Marketing for review and approval. The summary should include:
 - a. A description of contractor's understanding of the university and its unique position in the marketplace and how the firm would envision executing the university and the system's value propositions and brand essence within individual units.

- b. A complete narrative of the contractor's assessment of the work to be performed, the contractor's ability and approach and the resources necessary to fulfill the project requirements, including a clear indication of any options or alternatives proposed.
 - c. A written budget, listing of deliverables and detailed timeline.
5. All contractors are required to attend University Brand Training. All activity performed with USC clients under this contract must be with the direct supervision of a designee of the Office of Communications and Marketing, including review of project proposal and all work submitted for review.

Specifications related to the different areas are as follows:

1. Marketing Strategy Services:

Marketing Strategy Services contractors will provide marketing and branding services for the Office of Communications and Marketing and for campuses, colleges, schools, and administrative units that require support in articulating the university brand and aligning their objectives and offers with the brand. Marketing Strategy services include but are not limited to:

- a. Marketing strategy
- b. Brand strategy
- c. Brand positioning
- d. Messaging strategy and tactics
- e. Marketing research and intelligence
- f. Marketing planning
- g. Content strategy
- h. Marketing consulting
- i. Audience engagement strategy

2. Media Buying Services:

Media Buying Services contractors shall work in partnership with advertising staff within the Office of Communications and Marketing. Contractors shall identify effective and efficient ways to manage media buying at a regional and national level from initial media research through execution and analysis. The university's communications goals are as follows:

- a. Establish a clear vision of USC's brand, image and reputation on a national level. Assist in the attraction and retention of highly respected faculty and students.
- b. Increase support from public and private funding. Create a disciplined approach to communications.
- c. Build understanding and commitment to university goals across the university system.

Planning

- a. Conduct comprehensive media research based on the targeted audiences and regions. Provide expertise in the field of social media placements and making appropriate recommendations.
- b. Develop a media plan that includes a balanced mix for broad reach to target audiences while achieving the campaign objectives.
- c. Negotiate cost-effective media schedules that maximize reach and frequency to identified target audiences at the lowest possible cost to the university.
- d. Demonstrate knowledge of current media trends, costs and distribution figures. Provide a media plan that includes recommended media mix, schedule computations, budget summaries and added-value opportunities.
- e. By market, providing USC with: audience profile, mass media ratings, schedule deliveries including reach frequency, cost per thousand, impressions, ad rotation and recommended flight periods for each medium.
- f. Recommend placement of multicultural media that will successfully deliver the university's messages to the appropriate ethnic audiences.

Production

- a. Complete insertion orders and submit to recommended media outlets. Develop production schedules and traffic instructions for media outlets.
- b. Coordinate with USC staff to develop production schedules required by media contracts. Collect tear sheets and affidavits.
- c. Monitor implementation to ensure all advertisements are properly placed in a timely manner.

Analysis

- a. Recommend changes to plan during campaign based on performance to date and new opportunities. Provide proof of placements.
- b. Produce reports for USC documenting actual deliverables, budget performance and quantifying added-value opportunities.
- c. Assess cost, CPM, total impressions, reach and frequency by key media markets.
- d. Recommend future advertising opportunities based on results.
- e. Provide performance reporting, analysis and detailed data sets, and recommend adjustments for all digital media placements as frequently as platforms allow.

3. Freelance Writing Services

Contractors will work with university clients to create carefully crafted text that supports brand messaging and communication needs and standards as determined by the Office of

Communications and Marketing and approved by the University of South Carolina.

- a. Specific examples of writing services include, but are not limited to: Feature or news articles for magazines or newsletters Promotional copy
- b. Annual reports
- c. Donor prospect proposals
- d. Scripts
- e. Web content
- f. Content strategy and ongoing guidance
- g. Text for comprehensive projects that include, but are not limited to, all the above writing services

Freelance Writers shall adhere to the following:

- a. While engaged in writing projects, contractor will be expected to provide regularly scheduled progress updates and give sufficient advanced notice in the event of delays to agreed-upon project deadlines.
- b. Upon completion of the project, the contractor must forward electronic files to the university client.
- c. All project materials will become the property of the university client.
- d. Under the direction and/or supervision of the Office of Communications and Marketing, contractor will be pre-approved to interface with University Creative Services, University Writer's Group, or Public Relations for access to university archival resources.
- e. Errors on files and proofs, which are discovered at any time during printing production and which are due to contractor's oversight, must be corrected within 48 hours at no cost to the university.
- f. Any additional production costs incurred because of such errors will be the responsibility of the contractor.
- g. Contractors are responsible for obtaining review and approval of copy/text from primary sources prior to submission to university client. The university client reserves the right to edit, condense and rewrite provided text.

4. Graphic Design Services:

Contractors will partner to develop and design marketing materials that meet aesthetic and brand standards (messaging, graphic identity, accuracy and quality of materials) as determined by the Office of Communications and Marketing and approved by the University of South Carolina. Specific examples of graphic design services include, but are not limited to:

- a. Brochures, booklets, reports, manuals
- b. Direct mail flyers, postcards and specialty pieces
- c. Event materials such as invitations, programs, award certificates, Posters, banners and vehicle wraps
- d. Print, web, and outdoor advertisements Web

graphics and e-marketing
materials

- e. Panels for table-top display units and conference, open-house, or trade show exhibits Graphs, charts and other individual graphics or illustrations

University Printing Policy: Contractors that are selected to produce art files for print production purposes should only include design services in their estimates and invoices. Print production processes are managed by USC Printing Services. USC Printing Services will produce the order, source the order to an appropriate vendor, and/or work with the USC Purchasing Department to follow the State of South Carolina purchasing policies for vendor selection.

Process and Production Requirements - Contractor(s) shall participate in an initial face-to-face meeting with the university client to discuss scope of job, specifications, budget and timetable.

Project details should be summarized in writing and returned to university client for review and approval. The summary should include:

- a. An estimate of project cost based on approved hourly rates and the anticipated number of hours for project completion; all project estimates should include account management expenses (phone and e-mail communications, meeting time, normal travel, administration of projects, etc.).
- b. An agreement on number of initial concepts and the number of permissible subsequent layout proofs to be provided.
- c. A plan for the contracting of required new photography or the use of existing photography (if applicable);
- d. A mutual understanding of the contractor(s) policy on university client alterations and additional rates.

Additionally,

- a. Contractor must provide initial design concepts and subsequent layout proofs in hard copy or electronic formats as agreed to by university client.
- b. Contractor(s) must ensure that prepress requirements are completed for all electronic files prepared for printing; all prepress work must be completed using generally accepted standards and practices within the industry in which the piece will be produced.
- c. Contractor(s) must work with the university client to determine graphic design project printing specifications as required and to select paper and ink as needed working within budgetary constraints.
- d. Advertising files must be provided in an appropriate high-resolution file format (most commonly PDF). Web art must be provided in the appropriate predetermined file format for the project.
- e. Upon completion of the project, the contractor(s) must forward final files to the university client including a printout of the complete project; a hard drive (or other storage format determined acceptable by the university client), which

includes a copy of the final file with all linked fonts, photos and documents in place; and a documented description of components including fonts, colors, paper stock and other printing specifications.

5. Videography Services

Contractor(s) will work with university clients to capture video that meets aesthetic and brand standards (messaging and communication goals) as determined by the Office of Communications and Marketing and approved by the University of South Carolina.

Contractors will need to be able to shoot supervised and unsupervised. All video is expected to be well lit and may include the use of off-camera, continuous light set ups. Audio must be captured using appropriate noise reducing microphones and captured without automatic gain control.

Subjects may include students, faculty, staff, dignitaries, donors, children and performers. Contractor should be cognizant of the role of diversity in the videos shot. Video situations may be staged or not and end use may include display, web, broadcast or other interactive media.

Contractors is expected to work in a professional manner.

Specific examples of videography assignments may include, but may not be limited to:

- a. Produce public service announcements for broadcast
- b. Script, storyboard, shoot and edit staged marketing messages
- c. Captioned faculty interviews for media release
- d. Coverage of visits by local, national and international leaders
- e. B-roll of campus interior and exterior situations for compositing with existing footage Edited web and YouTube compatible promotions
- f. Theatre and opera promotional spots
- g. Indoor and outdoor social events commemorative videos Lab and lecture classroom b-roll situations
- h. Coverage of press conferences
- i. Coverage of receptions Instructional video production

Additionally, the following applies:

- a. All contractors will be provided with a university marketing style document outlining and providing examples of the visual style and messaging platforms of the institution. Contractor will be expected to work with Office of Communications and Marketing staff to include designers, public relations staff and university videographers as well as university administrators, faculty and staff.
- b. Contractor(s) must have the capability to concept, script, storyboard, shoot and post-produce for a high-level finished product. University staff will work with scripted material and the videographer on-site.
- c. Contractor(s) must have the ability to follow digital accessibility standards and provide transcripts and caption files for each video produced.

- d. Contractor must use university press releases and follow the university's policy on required press releases for the specific situation.
- e. Contractor will provide online or media-based clips within a reasonable and agreed upon timeframe. Final files supplied to the university will consist of all shoot files in .mov or other prearranged format and may be requested in formats applicable to YouTube, broadcast and web delivery. Projects may be requested in 4:3 or 16:9 aspect ratio. Use of green screen for chroma key effect may be requested.
- f. Some project deliverables may include edited content and contractor will be expected to insert appropriate credit slides and transitions. Editing for a specific length may be required.
- g. Upon completion of the project, the contractor(s) must forward final files to the university client, and the designated representative in the Office of Communications and Marketing, in the form of a disk drive (or other storage format determined acceptable by the university client).

General requirements

- a. Prospective contractor(s) must, at a minimum, be proficient with Apple Final Cut, Adobe Premiere or Avid products. Contractor must be capable of producing high-end visual graphics and Motion FX as well as edit sound and provide audio effects as necessary.
- b. All video will be captured with high-resolution, professional quality video cameras shot at appropriate frame rates. Under cranking or over cranking effects may be requested.
- c. Contractor(s) is expected to have a long and short reach capability as well as fast aperture lenses. 3ccd and 1/3 or larger sensors are required. Some situations may require a dolly or crane. All audio will be synched to the video if recorded off-camera. All microphones must be balanced microphones. Recordings may be requested in stereo and additional ambient sound recording may be pre-requested.
- d. Contractor(s) must arrange and participate in on-campus client meetings during traditional business hours as appropriate prior to the assignment.
- e. All content will become the property of the university client. In addition, the contractor(s) agrees that all content prepared by the contractor(s) for the project under the terms of this agreement, shall at any time during the performance of the services be made available to the university and the client (without any additional charges) upon request and shall become and remain the property of the university and the client upon termination or completion of the services. The university reserves the right to use the images without restriction or limitation and without compensation to the contractor(s) other than that provided for in the contract. Contractor understands that video will not be credited in end use by the university.
- f. Any set materials provided by the university client, including but not limited to, original art, lab hardware, clothing items or any other objects requested for set decoration as props must be returned to the university client in same order and condition as received by contractor(s). The university reserves the right to withhold payment until said materials are returned.

- g. All contractors are required to attend University Brand Training. All activity performed with USC clients under this contract must be with the direct supervision of a designee of the Office of Communications and Marketing, including review of project proposal and all work submitted for review.

6. Photography Services

Contractor(s) will work with university clients to capture still images that meet aesthetic and brand standards (messaging and communication goals) as determined by the Office of Communications and Marketing and approved by the University of South Carolina.

Contractors will need to be able to shoot supervised and unsupervised. All images are expected to be well-lit including the use of off-camera, multi-strobe set ups. Subjects may include students, faculty, staff, dignitaries, donors, children and performers.

All contractors are required to attend University Brand Training. All activity performed with USC clients under this contract must be with the direct supervision of a designee of the Office of Communications and Marketing, including review of project proposal and all work submitted for review.

7. Web and Digital Services

Contractor(s) will work with university clients to develop web and other digital services that meet aesthetic and brand standards (messaging, graphic identity, accuracy and quality of materials) as determined by the Office of Communications and Marketing and approved by the University of South Carolina. Specific examples of web and digital services include, but may not be limited to:

- a. Responsive web development
- b. Creation of content and functionality into the university's CMS system (OU campus) within the brand guidelines.
- c. User experience design and strategy, apps (mobile, web or watch), interface design prototypes and intranets, information architecture Integration with existing e-commerce solutions, back-end systems and/or third-party platforms
- d. Dynamic site content creation Blog setup and configuration
- e. Web analytics set up and ongoing measurement Quality assurance plans and ongoing measurement
- f. Video file embedding and compression for optimal web playback Asset management plans to organize digital assets for a large organization
- g. Contractor(s) must:
 - Provide initial concepts in electronic formats (pdf, html, etc.) as agreed to by university client.
 - Ensure that hosting/browser requirements are completed for all files; all work must be completed using approved web standards and practices.
 - Work with the university client to determine project specifications as required and to select specific site features as needed working within budgetary constraints.
 - Upon completion of the project, the contractor(s) must forward final files to the

university client.

General requirements:

- a. Contractor(s) must be proficient with web development programs and software formats mutually agreed to by the contractor(s) and university client.
- b. Contractor (s) must be proficient with digital accessibility standards and follow the guidelines outlined in the digital accessibility policy that states impart, all digital content and technology created, owned, or used by the university must comply with WCAG Level AA guidelines, the accepted standard for digital accessibility.
- c. Contractor (s) must agree for projects to be reviewed by the Office of Digital Accessibility for compliance ahead of launch.
- d. Contractor(s) shall arrange and participate in on-campus client meetings during traditional business hours as appropriate throughout the production process.
- e. Errors on files and proofs, which are discovered at any time during production and which are due to contractor(s)'s oversight, must be corrected within 48 hours at no cost to the university. Any additional production costs incurred as a result of such errors will be the responsibility of the contractor(s).
- f. All project materials will become the property of the university client. In addition, the contractor(s) agrees that all project materials, including but not limited to, concept drawings and studies, specifications, estimates, artwork, photographs, data files and electronic art files with required supporting graphics including images and fonts
- g. prepared by the contractor(s) for the project under the terms of this agreement, shall at any time during the performance of the services be made available to the university and the university client (without any additional charges) upon request and shall become and remain the property of the university and the university client upon termination or completion of the services.
- h. The university reserves the right to use the designs and materials without restriction or limitation and without compensation to the contractor(s) other than that provided for in the contract.

8. Public Relations Services

Contractor(s) shall provide public relations services for university clients, including planning, implementation and measurement of results. Public relations activities must conform to university brand standards and all messaging must be consistent with the university's central goals and values. Examples of contract services include, but are not limited to:

- a. Event planning and promotion
- b. Awareness campaigns
- c. Executive communications Issue management

Contractors shall work in conjunction with staff in the Office of Communications and Marketing and participate in on-campus client meeting as appropriate.

Contractors are required to submit written project proposals for approval by the university's director of Public Relations prior to implementation. Creative content (including, but not limited to, press releases, media pitches, advertising, and marketing collateral) also must be approved by the director of Public Relations.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made, and all services provided to the location specified by the Using Governmental Units in its purchase order. [03-3015-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT - GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of 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.

Offerors may choose to omit from their offers some of the items on the above referenced list; however, must provide them within 24 hours of the Procurement Officer's request. At a minimum, Offerors shall provide the information below, which shall be arranged and labeled as follows:

- Signed Cover Page and Page Two of the most recent amendment (2 pages total).
- Bid Schedule: Completed Section 8 of the solicitation (or most recent amendment).
- Background, experience and references: furnish a detailed summary of your experience and qualifications for each category in which you would like to work. In your summary, please be sure to label each category for which you are providing documentation. Be sure to include specific descriptions of work you have performed with regards to print, social media, television, radio broadcasting, and any other relevant outlets.
- Detailed summary of your experience working with diverse populations and working with ethnic and multicultural partners or on campaigns.
- Resumes for key staff members, who will be working with the University.
- List of subcontractors you may be using to work with the University.
- Minority Participation Form (if applicable).
- Copy of all Licenses and/or Certifications held.
- List of all companies with which you have held contracts as a provider within the last year's timeframe
- Description of your customer service philosophy.
- Description of work for all institutions of higher education with whom you have worked.
- A description or list of all software, equipment, and professional tools that you may use to perform the services requested.
- Relevant samples of work performed in the form of writing samples, screen captures, pictures, video, etc.

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]

V. QUALIFICATIONS

MINIMUM QUALIFICATIONS TO FOLLOW

Following award of contracts, University representatives will determine Contractor's minimum qualifications for contractors as needed for the specific project being procured. When requested, Contractors shall demonstrate how they meet the minimum qualifications within two business days of the request. The University may use this process to further evaluation for determination of the best contractor for the work needed at the time. Inclusion in the process or receiving such requests does not guarantee work under the terms of this contract.

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

SUBCONTRACTOR - IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA – FIXED PRICE BIDDING (JAN 20026): Award will be made to all responsive and responsible Offerors.

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING (JAN 2006):

Offerors not responding to the initial solicitation may also be added to the awarded vendors' list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original fixed price bid as authorized by the solicitation.

BIDS RECEIVED AFTER AWARD -- FIXED PRICE BIDDING (Modified)

Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the State's original fixed price bid as authorized by the solicitation.

SUBMISSION OF OFFERS AFTER THE INITIAL SUBMISSION DEADLINE.

During the term of this contract, the State will consider additional offers submitted for the Integrated Marketing Services Term Contract. Vendors that wish to be considered during the contract term must submit offers to the Purchasing Department according to the instructions contained herein by the following Submission Schedule:

SUBMISSION DEADLINE 2022: SEPTEMBER 30, 2022, and DECEMBER 16, 2022

SUBMISSION DEADLINE 2023: MAY 31, 2023, SEPT. 30, 2023, and DEC. 15, 2023

SUBMISSION DEADLINE 2024: MAY 31, 2024, SEPT. 30, 2024, and DEC. 15, 2024

SUBMISSION DEADLINE 2025: MAY 31, 2025, SEPT. 30, 2025, and DEC. 15, 2025

SUBMISSION DEADLINE 2026: MAY 30, 2026, SEPT. 30, 2026, and DEC. 15, 2026

The University reserves the right to add Contractors intermittently if the need arises. [06-6045-1]

All bidders who are awarded contract from the solicitation will be placed on a provider list to be used by UofSC. Placement on the provider list does not guarantee contractor will be used by UofSC and the failure of a specific contractor to receive business shall not be grounds for a contract controversy under Section 11-35-4230 of the South Carolina Consolidated Procurement Code.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax.

S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These

documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006)

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

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

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

OPEN TRADE (JUN 2015)

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

PAYMENT & INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment

address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.

(e) Any other basis for interest, including but not limited to general (pre- and post- judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07- 7A055-3]

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing

authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

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

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

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 inwriting, 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 delayin notification. (4)Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONFERENCE – PRE-PERFORMANCE: Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

CONTRACT LIMITATIONS (JAN 2006)

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

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION - GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to: (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The

State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure. (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services.

However, the Contractor shall continue the work not terminated. (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and

preserve property in its possession in which the State has an interest. (f)The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. (g)If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause. (h)The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ESTIMATED QUANTITY - UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either:

(a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or
(b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14- 60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

LICENSES AND PERMITS (JAN 2006)

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

PRICING DATA - AUDIT - INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds

\$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b)

Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer.

The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification.

When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts.

You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07- 7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

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

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

- (c) Any reference to contractor in items (2) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
- (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

TERM OF CONTRACT - EFFECTIVE DATE / INITIAL CONTRACT PERIOD(JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is **1year(s)** from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT - OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 5 Year(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. [07-7B245- 2]

TERM OF CONTRACT - TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 60 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE - INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07- 7B255-1]

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 University 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

BIDDING SCHEDULE

The University has listed below a maximum rate for each item in the bid/price schedule. Bidder is to insert a rate for each item that the bidder can provide and return the bid/price schedule with its bid/proposal. Item(s) that cannot be provided are to be left blank.

Prices under this contract are "not to exceed" prices and are fixed for the life of this contract.

DESCRIPTION OF SERVICES	MAXIMUM HOURLY RATE	OFFEROR'S HOURLY RATE
Lot 1: Marketing Strategy Services	\$200.00	
Lot 2: Media Buying Services	\$100.00	
Lot 3: Freelance Writing Services	\$100.00	
Lot 4: Graphic Design Services	\$100.00	
Lot 5: Videography Services	\$125.00	
Lot 6: Photography Services	\$125.00	
Lot 7: Web Design and Development Services	\$125.00	
Lot 8: Public Relations Services	\$125.00	

OFFEROR'S NAME _____

ATTACHMENTS LIST

The following documents are attached to this solicitation:

- A. References
- B. Important Tax Notice – Non-Residents
- C. Offeror Checklist

[09-9002-1]

**Attachment A
References**

In the space below, please provide contact information for at least three (3) references in which you provided services of a similar scope:

Reference 1

Name of Organization

Point of Contact

Telephone

E-mail

Reference 2

Name of Organization

Point of Contact

Telephone

E-mail

Reference 3

Name of Organization

Point of Contact

Telephone

E-mail

Reference 4

Name of Organization

Point of Contact

Telephone

E-mail

Reference 5

Name of Organization

Point of Contact

Telephone

E-mail

Attachment B

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, (1) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898- 5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

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

[09-9005-2]

Attachment C
OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

Review this checklist prior to submitting your proposal, provided to you as a point of reference. If you fail to follow this checklist, you risk having your proposal rejected; however, the evaluation of Responsiveness will be based on the solicitation, not this checklist. Please DO NOT return this page with your offer.

- ✓ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.

- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

- ✓ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE SOLICITATION'S MANDATORY REQUIREMENTS.

- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID 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 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 PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

- ✓ CHECK TO ENSURE YOUR 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- PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

[09-9010-1]

