HENRY MCMASTER, CHAIR GOVERNOR

CURTIS M. LOFTIS, JR. STATE TREASURER

BRIAN J. GAINES
COMPTROLLER GENERAL



HARVEY S. PEELER. JR.
CHAIRMAN, SENATE FINANCE COMMITTEE

BRUCE W. BANNISTER
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE
GRANT GILLESTOR
EVECULITY DIDECTOR

THE DIVISION OF PROCUREMENT SERVICES DELBERT H. SINGLETON, JR. DIVISION DIRECTOR (803) 734-8018

JOHN ST. C. WHITE MATERIALS MANAGEMENT OFFICER (803) 737-0600 FAX: (803) 737-0639

Protest Decision

Matter of: Jones Sign Company, Inc. and Signs Unlimited of SC LLC

File No.: 2026-208 and 209

Posting Date: October 1, 2025

Contracting Entity: University of South Carolina

Solicitation No.: GS-RFQ-260015-01

Description: University of South Carolina Aiken Marquee Sign Replacement &

Installation

DIGEST

Protest of an award under \$50,000 dismissed for lack of jurisdiction.

AUTHORITY

Per S.C. Code Ann. § 11-35-4210, the Chief Procurement Officer (CPO) conducted an administrative review of protests filed by Jones Sign Company, Inc. (Jones) and Signs Unlimited of SC LLC (Signs Unlimited), which are attached as Exhibits A and B respectively. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

- On September 2, 2025, the University of South Carolina (USC) issued a Request for Quotes to replace the electronic signage at the University of South Carolina Aiken Convocation Center. [Exhibit C]
- On September 15, 2025, USC issued Amendment 1. [Exhibit D]

Protest Decision, page 2 Case No. 2026-208 and 209 October 1, 2025

- By the deadline for receipt of quotes, USC received six quotes. [Exhibit E] The MD Companies LLC (MDC) submitted the lowest quote of \$38,000. [Id.]
- On September 26, 2025, USC posted notice of the award of a contract to MDC. [Exhibit F]
- On September 26, 2025, Jones protested. ¹
- On September 29, 2025, Signs Unlimited protested.

DISCUSSION

The right to protest an award of a contract is set forth in Section 11-35-4210 of the South Carolina Code of Laws which states:

(1) Right to Protest.

(b) Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall notify the appropriate chief procurement officer in writing of its intent to protest within seven business days of the date that award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract and has timely notified the appropriate chief procurement officer of its intent to protest, may protest to the appropriate chief procurement officer in the manner stated in subsection (2) within fifteen days of the date award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code; except that a matter that could have been raised pursuant to subitem (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

(d) The rights and remedies granted by subsection (1) and Section 11-35-4410(1)(b) are not available for contracts with an actual or potential value of up to fifty thousand dollars.

[emphasis supplied]

.

¹ Jones's letter of protest is dated September 5, 2025. This appears to be a remanent of an earlier protest of the solicitation which Jones subsequently withdrew. Letter was sent to the CPO as an attachment to an email on September 26, 2025.

Protest Decision, page 3 Case No. 2026-208 and 209 October 1, 2025

Because Jones and Signs Unlimited protest an award of a contract with a value under \$50,000, the CPO lacks jurisdiction to consider their protests.

DECISION

For the foregoing reasons, protest dismissed.

John St. C. White

Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2025)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: http://procurement.sc.gov

FILING FEE: Pursuant to Proviso 111.1 of the 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. [The Request for Filing Fee Waiver form is attached to this Decision.] If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Globals, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

South Carolina Procurement Review Panel Request for Filing Fee Waiver 5 Pandleton Street, Suite 367, Columbia, SC 202

1205 Pendleton Street, Suite 367, Columbia, SC 29201

Name of F	Requestor		Address
City	State	Zip	Business Phone
1. What is	your/your comp	any's monthly incom	ne?
2. What ar	e your/your com	pany's monthly expe	enses?
3. List any	other circumsta	nces which you think	c affect your/your company's ability to pay the filing fee:
misreprese administra Sworn to b	ent my/my comp tive review be w	pany's financial con-	n above is true and accurate. I have made no attempt t dition. I hereby request that the filing fee for requestin
Notary Pu	blic of South Car	rolina	Requestor/Appellant
My Comm	nission expires: _		
For officia	ıl use only:	Fee Waived	Waiver Denied
Chairman	or Vice Chairma	n, SC Procurement F	Review Panel
	_day of South Carolina	, 20	

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.



From: <u>Jordan Smith</u>

To: <u>itmo, protest; Jackson, Alexis</u>

Subject: [External] Jones Sign Protest of Award USC Aiken GS-RFQ-260015-01

Date: Friday, September 26, 2025 4:47:27 PM

Attachments: Jones Sign Protest of Award USC Aiken GS-RFQ-260015-01 9-26.pdf

Statement of Award GS-RFQ-260015-01.pdf

Hello,

After reviewing the Award for this bid, I have concerns that the result may strongly not be in the University's interest and therefor am protesting the award so that there might be an opportunity to further review the qualifications of the awardee.

I am happy to assist however I can.

Thank you!

Jordan Smith | VP of Business Development



Mobile: (843) 270-5250

www.jonessign.com | www.jonesvisionled.com

Facebook | Instagram | LinkedIn | X



To: Alexis Jackson, Procurement Officer University of South Carolina Aiken alexispi@mailbox.sc.edu

From: Jordan Smith – Jones Sign Company

Date: September 5th, 2025

Re: Notice of Protest - Solicitation GS-RFQ-260015-01, USC Aiken Marquee Sign Replacement & Installation

Ms. Jackson,

Pursuant to **Section 11-35-4210** of the South Carolina Consolidated Procurement Code and the protest provisions contained in the solicitation, Jones Sign Company hereby submits this **Notice of Protest** of the award of Solicitation **GS-RFQ-260015-01** (USC Aiken Marquee Sign Replacement & Installation) to The MD Companies LLC, as posted on **September 26, 2025**.

Basis for Protest

- 1. Failure to Meet Stated Manufacturer Qualifications
 - The solicitation required that the LED display manufacturer:
 - Be in continuous business manufacturing outdoor LED displays for 10–15 years;
 - Have at least 100 large outdoor permanent installations in successful operation for at least one year;
 - Operate under the same corporate name for at least 4 years;
 - Provide a local service technician within 75 miles available within 48 hours
 - Publicly available information indicates that The MD Companies LLC may not meet these requirements.
 - Their website is suspended and no functioning company site exists.
 - The only online presence is an inactive Facebook page with no recent activity.
 - A single review indicates limited history and alleged bankruptcy/failed installations in this very price range.



2. Price Inconsistency with Technical Specifications

- The award total of \$38,000 is not commercially realistic for a new double-sided **Daktronics-spec 6mm outdoor LED display** of the specified size (4'x8'). That amount would not cover the display itself, let alone a full marquee sign installed per the required specifications.
- Based on industry standards, such a system costs significantly more. This strongly suggests the awarded product will not meet required standards (e.g., FCC compliance, UL listing, durability, or safety).

3. Responsibility and Risk to USC Aiken

- The procurement code requires an awardee to demonstrate "integrity and reliability" sufficient to assure performance
- The lack of verifiable qualifications, absence of a legitimate business presence, and multiple public concerns about failed projects raise significant doubts about the awardee's ability to deliver in the University's best interest.
- 4. Supporting Information Attached.

Broader Concern

While we respect that USC Aiken may have sought the lowest price, it is our belief that **this award exposes the University to serious risk**. No matter the outcome of this protest, our motivation in filing is genuine concern that the University may be taken advantage of by a company that cannot deliver the safe, reliable, and compliant system that was solicited.

The MD Companies does not present as a reputable or established manufacturer. From all outward indications, this is not a company positioned to meet the solicitation requirements or to deliver a product that will satisfy the University's needs. In short, the award appears contrary to the best interests of USC Aiken.

Request for Relief



We respectfully request that the award be **suspended pending review** and that the University conduct a thorough evaluation of the awardee's submitted documentation, proposed specifications, and qualifications to confirm compliance with the solicitation requirements.

Awarding this project to a vendor that does not remotely meet the stated requirements undermines the integrity of the process and risks leaving USC Aiken with a failed or unsafe product.

Filing

This protest is being **timely filed** within the period provided by the South Carolina Consolidated Procurement Code. It constitutes our full written protest, with supporting grounds and evidence attached.

Please confirm receipt of this protest.

Respectfully,

Signature:

Contact: Jordan Smith Position: VP of Business Development

Jones Sign Company, Inc. Cell: +1 (843) 270-5250

Email: jordansmith@jonessign.com

Date: 9/26/25



Supporting Information:

Website: https://themdcompanies.net/



This Account has been suspended.

Contact your hosting provider for more information.

Google Company Page with 1 Review:

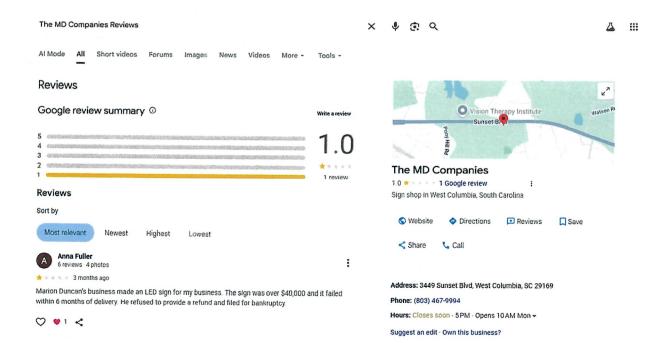


Exhibit B

From: Debbie Granger
To: Protest-MMO

Cc:Tommy Granger; alexispj@mailbox.sc.eduSubject:[External] Solicitation GS-RFQ-260015-01Date:Monday, September 29, 2025 11:50:52 AM

Attachments: The MD Companies, LLC DownloadedDocument 9-29-2025.pdf

The MD Companies, LLC DownloadedDocument 9-29-2025 (1).pdf

Good morning. This email serves as Signs Unlimited of SC's official Notice of Protest concerning Solicitation GS-RFQ-260015-01 and the Statement of Award dated September 26, 2025.

The Qualifications portion of the RFP clearly stipulates that an LED Display Manufacturer shall have been in business under the same corporate name for a period of no less than 4 years prior to the contract bid date. According to the SC Secretary of State, the company awarded the bid has only been registered as a SC company since March of 2022. Please see the attached documentation from the SC Secretary of State. Given this, we are requesting copies of all documentation submitted by the awarded bidder, as well as any evaluations, notes and reference checks conducted by the University regarding them. We are also requesting evaluations and notes of the bid tabulations for each bidder.

Thank you, Debbie Granger





Virus-free.www.avg.com

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

The MD Companies, LLC, a limited liability company duly organized under the laws of the State of South Carolina on March 29th, 2022, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 29th day of September, 2025.

Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

Filing ID: 220329-1313466

Filing Date: 03/29/2022

Sep 29 2025 REFERENCE ID: 2008188

STATE OF SOUTH CAROLINA SECRETARY OF STATE

ARTICLES OF ORGANIZATION Limited Liability Company – Domestic

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws Section 33-44-202 and Section 33-44-203.

	The MD Companies, LLC
	*Note: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C.", "LC", or "Ltd. Co."
2.	The address of the initial designated office of the limited liability company in South Carolina is 109 Hunters Mill Lane
	(Street Address)
	West Columbia, South Carolina 29170
	(City, State, Zip Code)
3.	The initial agent for service of process is
	Marion Duncan
	(Name)
	(Signature of Agent)
	And the street address in South Carolina for this initial agent for service of process is: 109 Hunters Mill Lane
	(Street Address)
	West Columbia South Carolina 29170
	(City) (Zip Code)
Į.	List the name and address of each organizer. Only one organizer is required, but you may have more than one.
a)	James Marion Duncan
	(Name) 109 Hunters Mill Lane
	(Street Address)
	West Columbia, South Carolina 29170
	(City, State, Zip Code)

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

Sep 29 2025

REFERENCE ID: 2008188	The MD Companies, LLC
Mark Hamman	
FIARY OF STATE OF SOUTH CAROLINA	
	Name of Limited Liability Company
(b)	
(Name)	
,	
(Street Address)	
(City, State, Zip Code)	
(5.1), 5.015, 2.4 5505)	
—	is to be a term company. If the company is a term company, provide the
term specified.	
	t of the limited liability company is vested in a manager or managers. If the nagers, include the name and address of each initial manager.
(a)	and the second of the second o
(Name)	
(Name)	
(Street Address)	-
(404411144)	
(City, State, Zip Code)	
(City, State, Zip Code)	
(City, State, Zip Code) (b)	
(City, State, Zip Code) (b)	
(City, State, Zip Code) (b) (Name) (Street Address)	
(City, State, Zip Code) (b) (Name)	
(City, State, Zip Code) (b) (Name) (Street Address) (City, State, Zip Code) 7. Check this box only if one or more	of the members of the company are to be liable for its debts and obligation
(City, State, Zip Code) (b) (Name) (Street Address) (City, State, Zip Code) 7.	ore members are so liable, specify which members, and for which debts,
(City, State, Zip Code) (b) (Name) (Street Address) (City, State, Zip Code) 7.	ore members are so liable, specify which members, and for which debts,
(City, State, Zip Code) (Name) (Street Address) (City, State, Zip Code) 7. Check this box only if one or more under Section 33-44-303(c). If one or mobiligations or liabilities such members an	ore members are so liable, specify which members, and for which debts,
(City, State, Zip Code) (b) (Name) (Street Address) (City, State, Zip Code) 7.	of the members of the company are to be liable for its debts and obligatio ore members are so liable, specify which members, and for which debts, re liable in their capacity as members. This provision is optional and does
(City, State, Zip Code) (b) (Name) (Street Address) (City, State, Zip Code) 7.	ore members are so liable, specify which members, and for which debts,

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

Sep 29 2025

REFERENCE	ID.	2008188
KLI LKLINCL	IU.	2000100

James Marion Duncan Signature of Organizer

Date: 03/29/2022

Signature of Organizer

Date: _____

9. Any other provisions not consistent with law which

10. Each organizer listed under number 4 must sign.

ERENCE ID: 2008188	
OF STATE OF SOUTH CAROLINA	The MD Companies, LLC
	Name of Limited Liability Company
	organizers determine to include, including any provisions that d liability company operating agreement may be included on a action if you include a separate attachment.
 •	
mes Marion Duncan	
nature of Organizer	
te: 03/29/2022	
nature of Organizer	



South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Services

Ad Start Date: September 2, 2025

Title: MARQUEE SIGN REPLACEMENT & INSTALLATION

Purchasing Agent/Entity: University of South Carolina

Bid/Submittal Due Date: September 18, 2025 - 2:00pm

Description:

The University of South Carolina Aiken is seeking a supplier to replace the existing electronic signage at the Convocation Center with a new double sided, outdoor rated electronic LED display with frame, enclosure and with acrylic logos.

Solicitation #: GS-RFQ-260015-01

Direct Inquiries To: Alexis Jacksom

Buyer Phone#: 803-777-5896

Buyer Email: alexispj@mailbox.sc.edu

Pre-Bid Information:

n/a

Full Details / Download: https://supplier.ps.sc.edu

South Carolina Business Opportunities • SCBO Team • 1201 Main Street, Suite 600 • Columbia, SC 29201 803-737-0600 • scbo@mmo.sc.gov • https://scbo.sc.gov • https://procurement.sc.gov







Request for Quotes Amendment 1

Solicitation Number | GS-RFQ-260015-01 Procurement Officer | Alexis Jackson Phone

Date Issued 09/15/2025 803-777-5896 E-Mail | alexispj@mailbox.sc.edu

SOLICITATION DESCRIPTION: MARQUEE SIGN REPLACEMENT & INSTALLATION

USING GOVERNMENTAL AGENCY: UNIVERSITY OF SOUTH CAROLINA AIKEN

	The Term "Offer" Me	ans Your "Bid" or	"Proposal."			
SUBMIT OFFER BY (Opening Da	nte/Time):	09/18/2025 9/24/2025 at 2:00 PM ET See "Deadline for Submission of Offer" provision.				
QUESTIONS MUST BE RECEIVE	ED BY:	09/12/2025 9/17/2025 at 10:00 AM ET See "Questions From Offerors" provision.				
NUMBER OF COPIES TO BE SU	BMITTED:	One (1) copy submitted online in bid portal				
SUBMIT ELECTRONIC OFFERS	VIA THE FOLLOWIN	IG URL:	https://supplier.ps.sc.edu			
SUBMIT YOUR SEALED OFFER	R TO THE FOLLOWING	G ADDRESS:	USC Purchasing Department 1600 Hampton St, Suite 606			
See "Submitting Your Paper Offer	or Modification" provisi	on.	Columbia, SC 29208			
			d/Proposal" & "Site Visit" provisions.			
CONFERENCE TYPE: N/A		LOCATION: N/A				
DATE & TIME: N/A						
AWARD & AMENDMENTS	The award, this solicita address: <a href="https://supplied.com/https://</td><td></td><td>endments will be posted at the following web</td></tr><tr><td></td><td>e to hold your Offer oper</td><td></td><td>g a bid or proposal, you agree to be bound by the f sixty (60) calendar days after the Opening Date.</td></tr><tr><td>as the offeror must be a single and</td><td>distinct legal entity. Do</td><td>not use the name o</td><td>entity identified as the Offeror. The entity named of a branch office or a division of a larger entity if a, partnership, sole proprietorship, etc.</td></tr><tr><td>NAME OF OFFEROR (Full legal r offer)</td><td>name of business submit</td><td>ting the U</td><td colspan=3>USC SUPPLIER ID or OFFEROR ID</td></tr><tr><td>PRINTED NAME (Printed name o</td><td>f person signing below)</td><td>Т</td><td colspan=3>TITLE (Business title of person signing)</td></tr><tr><td>AUTHORIZED SIGNATURE (Per offer)</td><td>rson authorized to submi</td><td>it binding D</td><td>OATE SIGNED</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td>OFFEROR'S TYPE OF ENTITY:</td><td>(Check only one.)</td><td></td><td colspan=3>(See " offer"="" provision.)<="" signing="" td="" your="">					
Sole Proprietorship	Partnership	_	Government Entity (federal/state)			
Corporate Entity (not tax-exe	Corporation	(tax-exempt) _	Order Address			

PAGE TWO

(Return Page Two with your Offer.)

							Address to whose sent.) (See			nent and contract)
					Phone Number Facsimile					
	E- mail Address									
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause.)				ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses.)						
Payment Address same as	Home Office A	ddress		Order Address same as Home Office Address						
Payment Address same as	Notice Address	1		Order Address same as Notice Address (check only one)						
(check only one) ACKNOWLEDGMENT OF Al Offeror acknowledges receipt o Provision.)			ıg amend				e of issue. (Se	e "Ar	nendments	to Solicitation"
Amendment No.										
Amendment Date					ı					
DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause.)	ee "Discount for Prompt			lendar Days (%) 30 Calendar Days (%) 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 procurement.sc.gov/osp/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]										
PREFERENCES - ADDRESS office in the space provided bel 1524(C)(1)(i)&(ii)) or the Resid qualify for the preference. An in Preference [11-35-1524(D)]	ow. An in-state dent Contractor	office is no Preference	ecessary e (11-35-	to claim 6 1524(C)(1	ither th	ne Resid Accord	lent Vendor P ingly, you mu	refer ist pr	ence (11-3) ovide this i	5- information to
In-State Office Address same as Home Office Address In-State Office Address same as Notice Address (check only one)					Addr Addr		different fro	m H	ome Offic	e or Notice
·										

Tя	hl	e	Λf	C_0	n	te	nt	c

SECTION II.A. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

SECTION II.B. INSTRUCTIONS TO OFFERORS - B. SPECIAL INSTRUCTIONS

SECTION III. SCOPE OF WORK/SPECIFICATIONS

SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT

SECTION V. QUALIFICATIONS

SECTION VI. AWARD CRITERIA

SECTION VII.A. TERMS AND CONDITIONS- A. GENERAL

SECTION VII.B. TERMS AND CONDITIONS- B. SPECIAL

SECTION VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL

SECTION IX. ATTACHMENTS TO SOLICITATION

IMPORTANT NOTICE: In order to make the solicitation document easier to read, the University has opted to issue a completely new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the "Pre-Award" and "Post Award" phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their on-line bids.

In an effort to assist with your review of the amendment, we have endeavored to highlight changes in green. To use this feature, Offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, Offerors are cautioned that they are responsible to review the content of the entire document and cannot rely completely on highlights identifying all changes.

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006)

The University of South Carolina Aiken is seeking a supplier to replace the existing electronic signage at the Convocation Center with a new Double sided, outdoor rated electronic LED display with frame, enclosure and with acrylic logos.

[01-1005-1]

IMPORTANT NOTICE: IF THE TERMS AND CONDITIONS HEREIN ARE OBJECTED TO, QUALIFIED, OR SUPPLEMENTED IN YOUR OFFER, YOUR OFFER MAY BE DETERMINED NON-RESPONSIVE AND NOT CONSIDERED FURTHER. See "Responsiveness" provision in Section IIA, SC Code of Laws §11-35-1520(13), and SC Code of Regulations Chapter 19-445.2070.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY 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(5)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Contract," either optional or mandatory, 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 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. [02-2A003-4]

AMENDMENTS TO SOLICITATION (JUN 2021)

- (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: supplier.ps.sc.edu
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.
- (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-2]

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 (MAR 2024)

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, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

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 and 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 (MAR 2024)

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. [02-2A032-2]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: http://www.scstatehouse.gov/code/statmast.php

The South Carolina Regulations are available at: http://www.scstatehouse.gov/coderegs/statmast.php

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APRIL 2023)

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19445.2127, or 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.

- (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.
- (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A0473]

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 WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

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

MULTIPLE OFFERS (MAR 2024)

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 or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing

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

PRICING (MAR 2024)

- (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined.
- (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.
- (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-2]

PROTESTS (MODIFIED)

(a) 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 the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to DocReq@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal. These rights and remedies are not available for contracts with an actual or potential value of up to fifty thousand dollars. [02-2A085-3]

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]

QUESTIONS FROM OFFERORS (MODIFIED)

- (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. All questions must be submitted in writing and received by the Procurement Officer for this solicitation no later than **THE DATE AND TIME LISTED ON COVER PAGE 1.**
- (b) Email is the preferred method for submitting questions to the procurement officer, Title the "Subject Line" of your email, "Questions GS-RFQ-260015-01 MARQUEE SIGN REPLACEMENT & INSTALLATION". Questions must be submitted in an easily copied format such as MS Word.
 - Send your email to the Procurement Officer listed on Cover Page One.
- (c) 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.
- (d) 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]

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 (MAR 2024)

(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

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 is 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 workday 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 prebid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: https://scemd.org/closings/ [02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

- (a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.
- (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.
- (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.
- (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show

the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.

- (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.
- (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree 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 you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3] If a redacted copy is not necessary, don't forget to initial the Cover Page to indicate.

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 "ON-LINE 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 number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)

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 Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification 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, http://dor.sc.gov. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, http://smbcc.sc.gov. [02-2A135-2]

REGISTRATION REQUIRED (MODIFIED)

You must possess a USC User ID to be able to submit an offer online. To obtain a User ID, visit <u>supplier.ps.sc.edu</u> and select "Create an Account." 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 "New Bidder or Offeror." 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 or 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 USC 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. Additionally, if your firm is a registered Vendor with the

South Carolina Division of Procurement Services, your Vendor ID does not transfer to the University of South Carolina's vendor database, as they are separate financial software systems.) [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

ONLINE BIDDING INSTRUCTIONS (MODIFIED)

(a) You must register as a Bidder or acquire a Supplier User ID before you can submit an offer online. (b) Steps for Online Bidding: (1) After signing into the Supplier Portal (supplier.ps.sc.edu), choose the Submit Offers tile on the Supplier Home Page. (2) On the USC Purchasing Solicitations page, click on a solicitation to view its details. (3) On the Solicitation Details page, click the "Create Offer" button. (4) Enter offer information, including answering solicitation questions, line responses (such as prices or quantities), and uploading required attachments. (5) Click the "Submit Offer" button to submit your offer for the solicitation. (6) If any of the responses are invalid or missing, you will be prompted to correct or enter the required/missing information. (7) When the offer submission is successful, you will see the Offer Confirmation page. (8) A confirmation of your offer will be e-mailed to the address associated with the User ID that submitted the offer. [02-2B105-2]

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 https://www.procurement.sc.gov/osp/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4) &(6)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT (SEP 2009)

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those

persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. [02-2B113B-1]

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty-five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

PROTEST - CPO - MMO ADDRESS (MAR 2024)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- a. by email to protest-mmo@mmo.sc.gov, or
- b. by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201. [02-2B120-2]

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)

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. [02-2B127-1]

SITE VISIT -- BY APPOINTMENT (JAN 2006)

Appointment for a site visit may be made by contacting:

Name: Brian Enter Title: Facilities Executive Phone: 803-641-3254 Email: brianen@usca.edu

When arranging Site Visits, vendors are limited to two (2) representatives each. Vendors are to provide their own transportation.

The purpose of the site visits is to allow for those in attendance to <u>see</u> the property. This is NOT intended as a time for questions and answers. <u>All</u> questions will need to be submitted <u>in writing</u> to the Procurement Manager, via email. Oral explanations or instructions provided at the site visits, or the pre-bid conference are not binding unless they are addressed in a written Amendment to the solicitation.

**Site visits must be completed prior to due date of all questions 09/12/2025 at 10am ET.

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

The sign is comprised of two signs that are stacked on each other and are both double sided. The top sign is double sided acrylic and has lighting on the inside illuminating the sign. The lower sign (pacer logo one) is double sided electronic. See picture below.



SECTION INCLUDES

- A. LED message centers
- B. Control software

REFERENCES

- A. Standard for Electric Signs, UL and CUL Listed
- B. Standard for Control Centers for Changing Message Type Signs
- C. Federal Communications Commission Regulation Part 15
- D. National Electric Code
- E. Designed to current UBC or IBC standards
- F. FCC Class A Compliant

SUBMITTAL

- **A.** The electronic LED display manufacturer shall provide a complete technical submittal within 60 days of contract award and shall not proceed with LED Matrix manufacture until the submittal is approved.
- **B.** Submit:
 - 1. All LED display manufacturer qualifications, as specified herein.
 - 2. LED display shop drawing.
 - 3. LED display Riser diagram.
 - 4. AC Site Power Requirements, including legs and Amps per leg.
 - **5.** LED display control software operator's manual.
 - 6. LED display installation and maintenance manual.
 - 7. Proof of final sign and supporting structure

QUALIFICATIONS

A. LED Display Manufacturer shall:

- 1. Have been in the business of manufacturing permanently mounted outdoor LED displays for a minimum period of 15 10 years prior to the contract bid date. An "LED" display contains pixels constructed solely of high-intensity discrete LEDs
- 2. Have in operation at bid date a minimum of 100 large outdoor permanently mounted LED displays as defined above. Each of these LED displays shall have operated successfully for a minimum period of one (1) year prior to the contract bid date.
- 3. Have been in business under the same corporate name for a period of no less than 40+ 4 years prior to the contract bid date.
- **4.** Provide a toll-free help desk number that will be staffed from 7 a.m. to 7 p.m.
- 5. Have a local service technician that is a direct employee of the display manufacturer within 75 miles from campus. Have a service technician that can be on site within 48 hours.
- **B.** Experience with manufacturing the following types of electronic sign products shall not satisfy the requirements of this LED display specification:
 - 1. Indoor displays of any size or type
 - 2. Back-lit displays
 - 3. Any type of matrix display that cannot be programmed to show a nearly infinite quantity of messages

WARRANTY

- A. Provide 5 years of parts coverage
- B. Provide toll-free service coordination
- C. Provide a toll-free help desk number that will be staffed from 7 a.m. to 7 p.m. Central Time

LED Display

- A. Cabinet Construction
 - 1. 4 feet, high by 8 feet wide 6MM led with borderless cabinet with furnished laptop and antenna. The front-to-back cabinet depth shall not exceed 18 inches.
 - 2. Cabinet display configuration is:

- a. Two one sided displays installed back-to-back and show same content on both sides.
- 3. Maximum display power per face shall not exceed 1,895 watts when 100% of the pixels are operating at their maximum possible drive current.
- **4.** Display shall operate from the following power sources: 120/240 VAC, 60 Hz single-phase, including neutral and earth ground.
- 5. Display shall operate in a minimum ambient temperature range of -40° to $+120^{\circ}$ F (-40 to $+50^{\circ}$ C) and to a 95% humidity.
- **6.** Internal display component hardware (nuts, bolts, screws, standoffs, rivets, fasteners, etc.) shall be fabricated from stainless steel, aluminum, nylon, or other durable corrosion-resistant materials suitable for the signage application.
- 7. Electrical display components shall be 100% solid-state.
- **8.** The presence of ambient radio signals and magnetic or electromagnetic interference, including those from power lines, transformers, and motors, shall not impair performance of the display system.

B. Housing Frame

- 1. Display materials shall use non-corrosive materials or have a protective coating so they shall be anti-corrosive and not degrade or oxidize.
- 2. Provide 4 foot x 8 foot x 3/16 acrylic back lit sign with applied graphics, led lighting. Owner to provide graphic design art.
- 3. 5 foot x 4 foot pole shirting paint. Color to be selected by owner.
- **4.** Adequate ventilation shall be provided through convection without the need to provide extra space around the sides or behind the display.
- 5. Steel mounting points that can be used for mounting purposes shall be provided with the display and have the ability to be adjusted for alternative mounting methods.
- **6.** Shall include lifting supports that can be removed after installation.

C. Exterior Finish

The LED display border pieces shall be coated with an automotive-grade acrylic urethane paint.

D. Front Face Construction

- 1. To meet the display readability requirements, the front face must be constructed in such a manner that it provides high contrast, low sunlight reflection and durability in all weather and site conditions.
- 2. Minimum features of front face shall:
 - a. Include horizontal louvers for contrast enhancement.
 - **b.** Include vertical ribbing for contrast enhancement
 - **c.** Use surface materials in the active LED area, such as metal, plastic, or other face materials, designed for low sunlight reflectivity.

E. Serviceability

- 1. The display housing shall provide safe and convenient front service access for all modular assemblies, components, wiring, and other materials located within the housing.
- 2. All internal components shall be removable and replaceable by a single technician with basic hand tools.
- 3. Service access shall be easily obtained by removal of one or more modules in front of the associated internal component.
- **4.** Each module should allow simple removal with a single latch system.
- 5. Displays shall be designed with service features that minimize potential bodily harm.

DISPLAY COMPONENTS

- **A.** LED display modules shall be constructed for good readability, long life, and ease of service. Each display module shall be constructed as follows:
 - 1. Each module within the product family shall be designed with the same physical footprint.
 - 2. All modules and their components shall be fully encapsulated and sealed to meet IP-67 standards.
 - 3. An LED module shall consist of LEDs with all drive electronics mounted on a single Printed Circuit Board (PCB).
 - 4. LEDs shall be auto-inserted in order to maintain quality and uniformity of the LEDs within each LED module.
 - 5. All PCBs shall be wave-soldered to ensure uniformity, quality, and durability of all solder joints.
 - **6.** All PCBs shall be cleaned in a manner so as not to contain more than 2 parts per million contaminants.
 - 7. Module signal and electrical connections shall be of the positive locking and removable type. Removal of a module from the display shall not require a de-soldering operation.
 - 8. Data to the modules shall be redundant in that the signal can reach the module from multiple directions in the event of a loss in signal path from either direction.
 - 9. All LED display modules in a single display shall be identical in construction and interchangeable throughout the display with the ability to be field calibrated.
 - 10. All module rows shall include continuous louvers over the LEDs for sunlight shading and enhanced contrast.
 - 11. Modules shall be individually attached to the cabinet frame.
 - 12. Removal of one or more modules shall not affect the display's structural integrity.
 - 13. The distance from the center of one line or column of pixels to the center of all adjacent lines or columns shall be $8.13 \text{ mm} (0.3^{\circ})$ both horizontally and vertically.
 - **14.** The failure of a single pixel, module or power supply shall not cause the failure of any other pixel, module or power supply in the display.
 - 15. All modules shall have no less than a 140° horizontal half-intensity viewing angle and a readability angle of 160° horizontal.
 - 16. The transition of the viewing intensity shall be consistent throughout the viewing cone.
- **B.** Pixels shall conform to the following specifications:
 - 1. Surface mount device LEDs shall be mounted to the surface of the circuit board.
 - 2. LEDs shall be non-diffused, ultra-bright, solid-state light emitting diodes.
 - 3. The red LEDs shall be constructed of AlInGaP technology and the green and blue LEDs shall be constructed of InGaN technology.
 - 4. Each color of LEDs used in all LED displays provided for this contract shall be from the same bin.
 - 5. LED half-life shall be an estimated minimum of 100,000 hours.
 - 6. Display shall have a minimum intensity of 6,000 cd/m2 for RGB maximum light output.

C. Power Supply

- 1. All power supplies shall be regulated, auto-ranging AC to DC power, with protection for the LED pixel, LED display and driver circuitry in the event of power spikes or surges.
- **2.** Each power supply and their connectors shall be fully sealed to protect from corrosive environmental factors meeting IP-67 standards.

D. Internal Wiring

- 1. Wiring for LED display modules and other internal components shall be installed in the housing in a neat and professional manner.
- 2. Wiring shall not impede the removal of display modules, power supplies or other display components.
- 3. Wires shall not make contact with or be bent around sharp metal edges.

- 4. All wiring shall conform to the National Electric Code.
- E. The display shall be protected from electrical spikes and transients.
- **F.** The manufacturer shall provide an earth-ground lug on the display.

DISPLAY PERFORMANCE

A. Display Capability

- 1. The LED display shall present messages that are continuous, uniform, and unbroken in appearance.
- 2. The LED display shall be capable of producing 281 trillion colors for RGB at all dimming levels.
- 3. Each display pixel shall be composed of one surface mount LED containing one each red, green, and blue LED within a single package.
- **4.** The LED display shall be capable of displaying all true type fonts.
- 5. The display shall be able to display messages composed of any combination of alphanumeric text, punctuation symbols, graphic images, and pre-canned video files.
- **6.** Video and message files shall have up to a 30 frame per second playback capability.

B. Controller

- 1. The display's controller shall be able to run independently from a controlling computing device allowing the display to operate even when the controlling device is unhooked or turned off.
- 2. Communication protocol shall support other matrix products from the vendor such as other outdoor or indoor displays of varying sizes and/or colors.
- 3. Each controller shall be connected to a light sensor allowing each LED display to automatically adjust brightness according to display direction and lighting conditions.
- 4. The controller shall allow connection to a temperature sensor that provides accurate site temperatures.
- 5. Active presentations, stored presentations, schedules, display configuration, time and date shall be stored in non-volatile memory. No external power or battery backup will be required to maintain this data.

C. Control and Communications

- 1. The display controller should be DHCP-enabled and allow for static IP addressing.
- 2. Each single-face display shall be controlled and monitored by its own LED controller.
- **3.** The LED controller shall be able to receive instructions from and provide information by accessing the Control Suite using the following communication modes:
 - Ethernet Fiber Optic

CONTROL SOFTWARE

- A. Control Software: Display content and scheduling shall be a via Venus Control Suite (VCS) cloud-based solution that is equal to or better than Venus Control Suite. Software is to be hosted on manufacturer's servers at no cost to the school. Web browser access to the solution to support iOS Safari, Android Chrome, Internet Explorer v11+, Microsoft Edge, Google Chrome and Mozilla Firefox.
- **B.** Basic content creation to be performed via browser-based online editor.
- C. Expanded content creation tools available via PC-compatible Content Studio download.
- **D.** Supports import of images (PNG, BMP, GIF, JPG, PSD) and video files (AVI, MPG, MP4, MOV) in both browser-based and downloadable content utilities.

INSTALLATION

- **A.** Contract is responsible for removing existing LED display from existing support structure and removing existing base for new sign framing and support base.
- **B.** The new LED display will be mounted on the new support structure. Contractor to remove the existing sign and structure. Contractor to take care that power and communications lines are not damaged and can be reused for new display.
- C. Contractor to obtain all County and DOT permits to ensure sign is compliant with local codes.
- **D.** A mounting structure to be installed by contractor to support desired displays in all locations. Verify that separate conduit is in place for power and data to display, unless fiber is being used. Verify that all control equipment has access to 120 VAC.
- **E.** Mounting frame/structure to be provided by contractor and designed to meet 2024 international building code loads and wind loading.
- **F.** Possible power and signal entrances are designated by etched markings. Separate conduit must be used to route the power, signal in wires, and signal out wires.
- **G.** Displays must be grounded according to the provisions outlined in Article 250 of the National Electrical Code. The display must be connected to earth-ground. Proper grounding is necessary for reliable equipment operation and protects the equipment from damaging electrical disturbances and lightning.

INSTALLATION - CONTROL CENTER

- A. Provide boxes, cover plates and jacks in locations per plans.
- **B.** Test connect control unit to all jacks and check for proper operation of control unit, scoreboard and all features. Leave control unit in carrying case and other loose accessories with owner's designated representative.
- C. Verify earth ground does not exceed 15 ohms.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

University of South Carolina Aiken Operations Department 650 Trolley Line Road Graniteville, SC 29829 [03-3030-1]

DELIVERY DATE -- 30 DAYS ARO (JAN 2006)

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MODIFIED)

When submitting your offer, include the following items as attachments with your electronic bid:

- 1. You shall submit a signed Cover Page and Page Two (with acknowledgment of amendment(s) on Page Two, if applicable). If you submit your offer electronically, you must upload an image or attachment 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.
- 2. You shall submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.
- 3. You shall use the Bidding Schedule to complete their bid (see *Section VIII Bidding Schedule*, page 24). All fields in the Bidding Schedule <u>must be completed</u> to calculate your grand total bid. Incomplete Bidding Schedules may be deemed nonresponsive.
- 4. You shall submit a brief description of at least 3 projects that are comparable to the scope of work outlined in this solicitation.

If you fail to provide the following items above, your bid may be rejected.

Offers which impose conditions that modify material provisions or requirements of the Solicitation may be rejected. Do not send any additional terms and conditions with your offer.

MINORITY PARTICIPATION (APR 2024)

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://smbcc.sc.gov (.) [04-4015-4]

V. QUALIFICATIONS

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]

QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

If requested by the procurement officer, submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

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

SUBCONTRACTOR - IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

CALCULATING THE LOW BID

Award will be made to the bidder with the lowest overall grand total who is responsive and responsible. [06-6050-1]

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. [06-6075-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)

Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)

- (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 discussions [11-35-1530(6)] of an offer, if applicable,
 - (4) your offer,
 - (5) any statement reflecting the State's final acceptance (a/k/a "award"), and
 - (6) purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

DISPUTES (MAY 2024)

(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. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (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. [07-7A025-2]

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 (MAY 2024)

(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) ten days after 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. [07-7A050-2]

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]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

- (a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.
- (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT & INTEREST (FEB 2021)

- (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 electronic funds transfer (EFT). See clause titled "EFT Information."
- (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 its common law, equitable and statutory rights of set-off. [07-7A055-4]

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following: (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith; (b) method of shipment or packing; (c) place of delivery; (d) description of services to be performed; (e) time of performance (i.e., hours of the day, days of the week, etc.); or, (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract. (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification. (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

CISG (JAN 2006)

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

COMPLIANCE WITH LAWS (JAN 2006)

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

CONFERENCE - PRE-PERFORMANCE (MODIFIED)

If requested by the Procurement Officer or UGU, a pre-performance conference between the Contractor, State, and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, 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. [07-7B040-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

- (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- (b) Coverage shall be at least as broad as:
- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
- (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every

applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

- (e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- (f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- (g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
- (h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

 [07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

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

DEFAULT – SHORT FORM (FEB 2015)

The State may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

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]

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

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

INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

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

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this

contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

- (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
- (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B175-1]

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]

SHIPPING / RISK OF LOSS (JAN 2006)

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

STORAGE OF MATERIALS (JAN 2006)

Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation. [07-7B235-1]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State

and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

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 090days prior to the expiration of the then current term. [07-7B250-1]

TERM OF CONTRACT -- OPTION TO RENEW

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION FOR CONVENIENCE - SHORT FORM (JAN 2006)

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

WARRANTY - STANDARD

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Complete the Bidding Schedule:

Add Unit Price and Extended Price to the line below. and enter The Extended Price equals the Total Price for your bid. Price must also be entered in the online bid system. If there are any discrepancies in the online bid system and the bid schedule, the bid schedule will take precedence.

Line Number	Quantity	Unit of Measure	Unit Price		Extended Price (Unit Price x Quantity)			
1	1	each						
			\$		\$			
Item Description: Total cost to furnish, install, and replace current sign. All labor, material, and associated fees. Do not include tax.								
Q	uestion	Mandatory / Optional	Multiple Responses Accepted?	Response				
Contractor Prefer Procurement Cod 1524(C) (1) (III) a Solicitation for m FAQ on these pre		a	No		Yes No			
Subcontractor Pre SC Procurement (1524(D) and IIB a solicitation for mo FAQ on these pre	g the SC Resident ference-2%? See the Code, Section 11-35- & VIIB of this ore information. For ferences, please see nt.sc.gov/osp/preferen		No		Yes No			
Subcontractor Pre SC Procurement (1524(D) and IIB a solicitation for mo FAQ on these pre	g the SC Resident ference-4%? See the Code, Section 11-35- & VIIB of this ore information. For ferences, please see nt.sc.gov/osp/prefere		No		Yes No			

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENT A - IMPORTANT TAX NOTICE - NONRESIDENTS ONLY ATTACHMENT B - OFFEROR'S CHECKLIST AVOID COMMON MISTAKES

ATTACHMENT A IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: $\mathbf{dor.sc.gov}$

[09-9005-5]

ATTACHMENT B OFFEROR'S CHECKLIST AVOID COMMON MISTAKES

Review this checklist prior to submitting your bid. If you fail to follow this checklist, you risk having your bid/proposal rejected. Responsiveness will be based on the solicitation, not this checklist.

- o Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. <u>DO NOT</u> mark your entire bid/proposal as confidential, trade secret, or protected! <u>Do not</u> 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.
- o Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- o Make sure your Bid/proposal includes the number of copies requested.
- o Check to ensure your Bid/proposal includes everything requested!
- o If you have concerns about the solicitation, do not raise those concerns in your response! After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process! Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]





Solicitation Number:		GS-RFQ-260015-01	 Date and Time:	9/24/25 @ 10am	
Description _	Aiken Marque	es Sign Replacement and Install			
Opened by: Alexis Jacks					

Statements

Bi	dder	Item 1 Unit Price	Item 1 Extended Price				
1	Signs Unlimited of SC LLC	\$44,860	\$44,860				
2	Diversified Signage Group Inc	\$48,275.80	\$48,275.80				
3	Signarama	\$56,717.50	\$56,717.50				
4	Jones Sign Company	\$75,593.00	\$75,593.00				
5	The MD Companies	\$38,000	\$38,000				
6	United Signs	\$43,500	\$43,500				
7							
8							

Procurement Officer: Alexis Jackson Page 1 of _2_



Exhibit F

Posting Date: September 26, 2025

Statement of Award

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective September 26, 2025. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Solicitation Number: GS-RFQ-260015-01

Description: USC Aiken Marquee Sign Replacement and Installation

Awarded To: The MD Companies LLC

3449 Sunset Blvd.

West Columbia, SC 29169

Contract Total: \$38,000

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The University assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Clexis Jackson

Alexis Jackson

System Procurement Manager