

	State of South Carolina <i>Fixed Price Bid</i>	Solicitation Number: 5400002613
		Date Issued: 01/28/2011
		Procurement Officer: Andy Fuller, CPPB
		Phone: 803-896-0315
		E-Mail Address: afuller@cio.sc.gov

DESCRIPTION: **FPB: Cable and Wiring**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

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

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **02/28/2011 14:30:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/11/2011 12:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ON-LINE BID** AND (4) hard copies AND (4) electronic copies (CD)
Also submit (1) redacted copy on CD

CONFERENCE TYPE: Conference DATE & TIME: 2/7/2011 1:30-3:30pm <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Division of State IT 4430 Broad River Road Columbia, SC 29210
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AWARD & AMENDMENTS	Award will be posted on 03/14/2011 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

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

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension 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 Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

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

Amendment No.	Amendment Issue Date						

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

IMPORTANT INFORMATION FOR ALL OFFERORS

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, you must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov/>. Even if you are registered in the old procurement system, you must still register or update your information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor userid and password. The Offeror must keep this information current or you will not be able to submit future bids.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001 Select Option 1(vendor issues) then Option 2 (SCEIS vendor) --please listen carefully as the options may change

Monday – Friday 8:00 AM – 4:30 PM

Other vendor instructions found at <http://www.procurement.sc.gov/> include:

- [Vendor Registration Guide](#)
- [Help Desk Information](#)
- [How do I Respond to A Solicitation](#) - Word Document
- [How do I Respond to A Solicitation](#) - Interactive Document
- [How do I Respond to A Bid with Complex Pricing Line Items](#)
- [How do I Respond to A Bid with Complex Pricing – Price Scale](#)

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. **The original solicitation response should be submitted on-line and is the official response.**

2. All bidders must attach all additional requested documents to their response in the online system. These documents can be attached under the **“My Notes”** tab of the online solicitation either on the main page or under the necessary line item.

End of Page 3

NUMBER OF COPIES TO SUBMIT: Each OFFEROR must submit one (1) original and four (4) hard copies and one (1) original and four (4) electronic copies. The electronic information must be sent on (CD-ROM or DVD-ROM) in MS Word 97 format (or higher) of the Fixed Price Bid. Also submit (1) Redacted copy on CD.

The copies provided must be exact/identical copies of the original. The OFFEROR must mark on the envelope or wrapping containing the proposal the FPB identification number specified in the FPB. PLEASE DO NOT PACK YOUR RESPONSE WITH PACKING PEANUTS. PLEASE PUT YOUR CDs IN PROTECTED JACKETS.

MAIL PROPOSALS TO: Division of State IT
 4430 Broad River Road
 Columbia, South Carolina 29210
 Solicitation 5400002613
 Attn.: Andy Fuller, Procurement Manager

A paragraph by paragraph response is required and each Offeror must provide their response in the sequence of the paragraphs provided in this FPB starting with the paragraph labeled, I. Scope of Solicitation.

Each Offeror’s response to every requirement and tasking in this FPB is of vital importance. This method must be used in order to provide the Evaluation Panel with the best method to read and comprehend your solution. If this method is not used your response may be unclear. Examples where appropriate depending on the paragraph’s tasking:

FPB Paragraph: xxx xx xxx.

Company XYZ understands and will comply.

FPB Paragraph: xxxx xx xxx .

Company XYZ understands and will comply; and, Company XYZ’s plan to this specific paragraph’s tasking is to zzz z zzz.

Offeror Verification of Submitted Responses

After submitting an online response to a solicitation, Offeror may validate their submission with the following steps:

1. Go back to the initial screen
2. Select Start by clicking the Start button'
3. Bid Submitted will appear in the Bid Status Column as seen below

Process Bids

Find Bid Invitations and Auctions

Number of Document Name Status Processed by Me

 [Extended Search](#)

Tip: Choose a symbol in the navigation column or navigate to the bid overview by choosing the bid number

Search Result: 32 Hits

Number	Name	Trans. Type	Start Date	End Date	Bid Status	Action
5400000603	Testing follow-on documents	Invitation For Bid		06/26/2008 16:00:00	Follow-on Document Created	
5400000602	Printers	Invitation For Bid		06/27/2008 17:00:00	Bid submitted	

You may want to print this page for your records.

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I. SCOPE OF SOLICITATION

It is the intent of the State of South Carolina, Division of State Information Technology Office (DSIT), to solicit fixed price bids for a Statewide Term Contract for Cable and Wiring Labor and material, as listed herein and in accordance with all requirements stated herein. This is a 1 year contract with 4 potential one-year renewals.

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 03/14/2011 End date: 03/13/2016. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

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.

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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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 to 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.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

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 the Cover Page.

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 having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the

Contractor's obligations under the Contract.
[02-2A003-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

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]

BOARD AS PROCUREMENT AGENT (JAN 2004)

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

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

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm> [02-2A040-1]

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

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 bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

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

DELIVERY DATE -- 30 DAYS ARO (JAN 2006)

Unless otherwise specified, 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. [03-3025-1]

INSTALLATION (JAN 2006):

Contractor shall install all items acquired pursuant to this contract as follows:

Installation of equipment/supplies will be limited only to purchases off of this contract. Installation shall mean unpacked, assembled, set in place, tested, and certified by the contractor's representative as operational and ready for use.

QUALITY -- NEW (JAN 2006)

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

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 (JAN 2006)

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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

ETHICS CERTIFICATE (MAY 2008)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (JAN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. 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. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

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

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

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.*** [02-2A110-1]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed

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

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:
http://www.scemd.org/scgovweb/weather_alert.html [02-2A120-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

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

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic

commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

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

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

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

- (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
- (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

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

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation.

Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

ON-LINE BIDDING INSTRUCTIONS (NOV 2007)

(a) Mandatory Registration: **For on-line bidding, you must register before you can submit an offer! See instructions in clause entitled "VENDOR REGISTRATION MANDATORY".**

(b) Steps for On-Line Bidding:

#1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

#2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers On-Line". [02-2B105-1]

III. SCOPE OF WORK/SPECIFICATIONS

3.1 PURPOSE

The purpose of this Fixed Price Bid (FPB) is to provide the State of South Carolina with multiple sources for Cable and Wiring products and services based on a fixed price, which the State will pay for such goods or services. It is the STATE'S intent to seek from the manufacturers only their best distributors with regards to the discount off of the manufacturers list price, expert technical advice, expert installation technicians, excellent repair and warranty performance to be the State's vendors.

3.2 OVERVIEW

The Division of State Information Technology (DSIT), in the South Carolina State Budget and Control Board, is requesting proposals from financially viable and technically competent firms to install dark fiber copper cabling and inside wiring to, between and in buildings at public schools, state supported schools of higher education, state office buildings and other privately owned buildings occupied by government agencies, state, county or municipal facilities across South Carolina. Through this solicitation, DSIT is seeking to establish a statewide term contract with multiple vendors for the purpose of determining individual agency needs, formulating a proposal, and once approved by DSIT, for coordinating the installation of such fiber, wiring and/or cabling. Because of the volume of work involved, more than one vendor will be selected to provide the requested services. Additionally, during the term of the contract, DSIT may, at its option, add other vendors to this contract that agree to the terms, conditions and pricing established hereby. As such, this is not a solicitation for one vendor to perform all of these services statewide.

Further, installation of fiber, cable and wiring as requested in this FPB is divided into three (3) lots as set forth below:

Lot 1	Inside Wiring
Lot 2	Outside Wiring
Lot 3	Design and Engineering Services

Award will be made to all responsive and responsible vendors. To be eligible for selection under this FPB Bidders must comply with all terms and conditions and meet the mandatory requirements in section V Qualifications.

Once selected to provide services under this FPB, an Agency, City, County, Municipality or authorized entity will request proposals from one or more of the selected vendors for performing the requested installations. Vendors must submit a

specifically priced proposal with a precise scope of services to be performed. Proposed price will be subject to negotiations. At the conclusion of this individual proposal effort, an award would be made, based upon design and price, to one of the eligible vendors. The relationship between the customer and the vendor will be governed by the terms and conditions set forth in this FPB. The vendor must agree to provide a warranty on all work including fiber/cable, equipment and all related components for a period of at least five (5) years.

Labor and material costs are provided with this FPB process. These standard costs must be used in developing proposals for submission to using agencies. All selected vendors must agree to provide the requested services at the "not to exceed" prices established by this FPB.

In summary, this FPB process will identify and ultimately lead to a relationship with multiple vendors to install dark fiber and/or copper cabling and inside wiring in buildings at public schools, state supported schools of higher education, state office buildings and other state, county or municipal facilities across South Carolina.

This FPB is not intended to completely replace DSIT's normal bid processes, but rather to provide supplemental capabilities. As such, DSIT reserves the right to bid specific cabling projects in buildings at public schools, state supported schools of higher education, state office buildings and other state, county or municipal facilities across South Carolina.

Nothing herein is intended to, nor should it be construed to, limit competition, but instead it is for the purpose of meeting the full needs of the State using a system of fair, impartial and free competition among all BIDDER'S. It is the intent and purpose of the STATE that this FPB permit competition. It shall be the BIDDER'S' duty to advise the State if any language, requirements, etc. or any combination thereof, fails to assure cost effective procurement of the State's actual needs and is unduly restricted.

For each project for which it is requested to provide a proposal, the CONTRACTOR agrees to respond to such requests within ten (10) business days with a complete and comprehensive proposal for performing the requested work. If selected to perform the work, the CONTRACTOR will install the cable as set forth in the proposal, as approved by the customer. Once installation of the cabling is completed, there will be a thirty (30) calendar day period in which acceptance testing will be performed by the State. **The final deadline for completion of acceptance testing and acceptance of the service shall be thirty (30) calendar days after cut over.** If, by said date, CONTRACTOR has failed to adhere to its installation schedule, so as to permit the customer's acceptance by said date, because of CONTRACTOR'S negligent acts, omissions, delays or wrongful acts, then the customer shall notify CONTRACTOR thereof in writing and CONTRACTOR shall be obligated and liable to customer as follows:

- (a) CONTRACTOR shall pay to the State, as liquidated damages, the amount of \$250.00 per day or any part thereof, up to a maximum of 10% of the total installation price. Liquidated damages shall be the State's sole remedy and CONTRACTOR'S sole liability for delay in installation for less than sixty (60) days of delay without written consent. However, DSIT reserves the right to delay installation of any project with written notice to the CONTRACTOR for a period not to exceed thirty (30) days without additional cost to the State.
- (b) Furthermore, and notwithstanding any other provisions hereof, the State shall have the right throughout the implementation phase to terminate this agreement if the schedule is materially delayed by more than sixty (60) days without the State's express written consent, subject to force majeure. Such terminations shall be at no cost to the State.

Subcontractors: In the event that any Bidder intends to use any subcontractor, the Bidder will identify that Subcontractor by name and address, generally describe the portion of the facilities or services required hereunder that will be provided by that Subcontractor and, further to provide the specific information required above.

3.3 PRICES

Prices under this contract are "not to exceed" prices. State agencies are not authorized to pay more than the contracted price. Vendors may offer and agencies may accept prices below those listed on the contract at any time

3.4 WARRANTY, REPAIR and MAINTENANCE ISSUES

AGENCY REPAIR/WARRANTY

CONTRACTOR agrees to provide, as part of the price of installation, a five (5) year warranty on all cabling installed between and in buildings at public schools, state supported schools of higher education, state office buildings and other state, county or municipal facilities across South Carolina. Further, the CONTRACTOR guarantees the availability of maintenance on these services for a period of at least five (5) years from acceptance.

The CONTRACTOR will provide all labor, equipment, and other materials and expenses necessary to maintain the cabling services in good operating condition, and in conformance with manufacturer's specification and the performance requirements of this contract. For maintenance, the CONTRACTOR shall charge and be reimbursed for labor at the hourly rate set forth in the Cost Sheets.

The CONTRACTOR warrants that all maintenance staff who will service the fiber and/or copper cabling services have been fully trained and are certified to service fiber and/or copper cable, equipment and components. The CONTRACTOR guarantees the availability of Manufacturer Certified Service Personnel even in the event that an agency elects to maintain the cable in whole or in part. Such service support shall be available continuously for a period of at least five (5) years following acceptance testing. The PROPOSER must provide a list of its technicians who are certified to service fiber optic cable, equipment and components and the types and levels of certification that these individuals have achieved.

In the event of a failure of any connection to a customer, or any strand of fiber, CONTRACTOR must repair the failed connection in the time frames specified below or replace the existing connection with a new connection of equal quality, speed and size, all at no cost to the State. The CONTRACTOR'S technicians must arrive on-site with proper spare parts and materials required to immediately begin initiating repairs. The customer alone shall determine if a trouble is of an "emergency" nature. The PROPOSER must describe its procedures for restoration of fiber optic service in the case of an outage.

Initial cut over of the requested services, as well as scheduled service outages, shall be performed at times mutually agreed to by the CONTRACTOR and the customer.

3.5 AS-BUILT DRAWINGS

At the completion of installation, CONTRACTOR may be required to submit two (2) copies of detailed as-built drawings showing all areas where work has been conducted, and locations of all cable, equipment and components. Drawings must be submitted in electronic format that is acceptable to the customer.

CONTRACTOR may also be required to supply to the customer not later than thirty (30) days following project completion, final, accurate and current cable assignment records, actual working and spare facilities.

3.6 RESTORATION OF WORK AREAS

Upon completion of the work, the CONTRACTOR shall reconnect any utilities, equipment, or appliances disconnected in the course of its work and replace all furnishings moved for the performance of the work. The CONTRACTOR shall remove all debris and rubbish generated by the work and leave all premises clean and restored to their original condition.

3.7 BILLING

The amount billed for the requested services shall be in accordance with the prices quoted in the business proposal. Invoices shall be available to the customer in hard copy and electronically, upon request.

Timely Payment - The Customer agrees to pay the CONTRACTOR any charges in a timely manner. However, should delays in payment to the CONTRACTOR occur, the customer will pay no late payment charges unless such charges are assessed in accordance with the South Carolina Consolidated Procurement Code, Section 11-35-45, and the instructions issued, from time to time, by the State's Comptroller General.

3.8 LATENT DEFECT

Acceptance, as herein intended, may be revoked at any time by the customer upon the discovery of a latent defect in design, material or workmanship, or a latent nonconformity of the work, material, or equipment to the specifications herein set forth which would have constituted a basis for rejection if discovered prior to acceptance. Such rejection of acceptance shall be in addition to other remedies, expressed or implied, and shall not be considered exclusive.

3.9 SITE AWARENESS

Further, as a part of the duty to inspect and advise, the CONTRACTOR asserts that it is able to serve any and all requirements of an customer with respect to provisioning, service, installation and maintenance of the services, as required in these specifications.

The CONTRACTOR will be required to visit the proposed sites which are to receive cabling installations and become familiar with any unusual circumstances involving such installations.

No additional allowances will be made because of lack of knowledge of these conditions. Ignorance of such requirements will not relieve the CONTRACTOR of its liability under a contract resulting from this FPB.

In the event conditions exist or arise which are beyond the scope of that obtainable by a site visit and/or beyond the scope of the equipment manufacturer's recommended standards for evaluating and examining proposed sites, the CONTRACTOR shall have the opportunity to submit proposed additional costs based upon prices in the business proposal, if necessary, to address such conditions.

3.10 CONTRACTOR'S DUTY TO INSPECT AND ADVISE

CONTRACTOR agrees that it has a duty to become totally familiar with all requirements set forth in said solicitation document and to advise, and hereby warrants that it will so advise, the customer of any requirements, including upfit, installation, modifications, alterations, special construction or any other requirements necessary to provide delivery, implementation, operation, administration, access facilities, and any and all other supplies, equipment, services, or other cost items to the customer necessary to accomplish full, complete and satisfactory performance of the requirements of the customer at the proposal price. CONTRACTOR further agrees that for all such equipment, supplies and/or services provided by CONTRACTOR, it has made the customer aware of any modifications or alterations needed, and the CONTRACTOR agrees to provide all such supplies, equipment and/or services for the cost submitted to the customer in its proposal, subject to any amendments/change orders specifically authorized by the customer in writing. Any discrepancy coming to the attention of the customer after the date of execution of this contract, which CONTRACTOR knew or should

have known about prior to said date, will render CONTRACTOR liable for any costs attributable to said discrepancy if the customer did not have actual knowledge of the discrepancy.

3.11 THE STATE MAY AUDIT CONTRACTOR'S BOOKS

3.11.1 The State shall have the right to audit the books and records of the CONTRACTOR as they pertain to this contract both independent of and pursuant to S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

3.11.2 The State may conduct, or have conducted, performance audits of the CONTRACTOR. The State may conduct, or have conducted, audits of specific requirements of this FPB as determined necessary by the State.

3.11.3 Pertaining to all audits, CONTRACTOR shall make available access to their files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the CONTRACTOR in conjunction with these files shall be made available for auditing purposes at no cost to the State.

GENERAL REQUIREMENTS FOR LOTS 1 (Inside Wiring) AND 2 (Outside Wiring)

3.12 PERFORMANCE STANDARDS

The CONTRACTOR shall be responsible for assuring that all services provided under this Agreement meet or exceed all applicable telecommunications standards. It is the responsibility of the CONTRACTOR to ensure that all design, installation and workmanship meet or exceed the National Electrical Codes (NEC), National Electric Safety Codes, National Fire Prevention Association Standards (NFPA) and Electronics Industry Association and Telecommunications Industry Association standards (EIA/TIA). The CONTRACTOR must also comply with other codes and standards not listed above, but which are applicable to such design and installation projects. BIDDER'S must describe the procedures that it will follow to ensure compliance with these standards.

3.13 SAFETY AND SECURITY GUIDELINES

3.13.1 The CONTRACTOR will insure that all of his personnel adhere to applicable safety regulations, including those of OSHA.

3.13.2 The CONTRACTOR will insure that all personnel have been adequately trained to effectively and safely operate all of the equipment assigned to them.

3.13.3 All vehicles will be equipped to conform to all applicable OSHA requirements with regard to roll bars, chain guards, safety belts, etc.

3.13.4 OSHA approved hard hats and safety glasses will be worn at all times.

3.13.5 Proper and sufficient pedestrian and traffic barricades will be placed around each open facility.

3.13.6 The CONTRACTOR will insure that all safety regulations are adhered to with regards to open hand holes, manholes, trenches, and exposed cable, etc.

3.13.7 No trenches will be left open overnight, unless properly barricaded.

3.13.8 The customer reserves the right to require the removal from the Project of any employee of the CONTRACTOR if in the judgment of the customer such removal shall be necessary in order to protect the interests of the customer. The customer shall have the right to require the CONTRACTOR to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the customer. Failure of the customer to give such directions shall not relieve the CONTRACTOR of its obligations to complete the work within the time and manner specified in this contract.

3.13.9 BIDDER'S must describe their safety and security procedures, and provide copies of any in-house manuals used for this purpose.

3.14 WEEKLY REPORTS

The CONTRACTOR may be required to prepare a weekly work report, log or other record of personnel activities, and conditions at the site. This weekly report shall include, at minimum, the following information: date, number of workers employed at the site, a brief description of work performed, a brief statement of primary materials and/or equipment delivered, a brief description of any damages incurred and the repair or fix, a statement as to whether the project is on schedule, and the reason for any delays and actions being taken. The report may be in whatever form is convenient for the CONTRACTOR provided it includes essentially the same information as listed above. The report shall be submitted to the customer at the end of the week for that week's activities.

3.15 INSPECTION

3.15.1 The customer, or his/her designee, may inspect any and all parts of the work including preparation of materials and equipment to be used. The representative shall monitor work progress and the level of performance, and shall notify the CONTRACTOR of any infringements of the contract or variance from the plans and specifications. The customer will not be authorized to modify contract provisions nor cause delays in performance by failure to inspect work or materials with reasonable promptness.

3.15.2 No trenches shall be covered nor splice cases closed without prior inspection and acceptance by the customer.

3.15.3 The CONTRACTOR shall be solely responsible for thorough craft inspection during installation and for the quality of the work. The customer may make inspections as required to check the progress and quality of the work, to see that CONTRACTOR'S employees are properly qualified in their respective crafts, that workmanship is of an acceptable grade, and that all requirements of this FPB are being met. Such inspections or any other inspection or testing by the customer shall in no way relieve the CONTRACTOR of full responsibility for the work performed hereunder.

3.16 CONTRACTOR TO AID IN INSPECTION

Whenever required by the customer, the CONTRACTOR shall furnish all tools, test equipment, and labor necessary to make an examination of any work completed or in progress under these plans and specifications. Any work found to be defective or not in accordance with the plans and specifications shall be remedied at CONTRACTOR'S sole cost and expense when so notified in writing by the customer.

3.17 FINAL INSPECTION

3.17.1 The CONTRACTOR shall notify the customer at least one week prior to when it will be ready for the final inspection. Inspection will take place at least one week prior to the project completion date. The CONTRACTOR may perform the test in the presence of the authorized customer. The CONTRACTOR shall coordinate the test schedule through the customer.

3.17.2 Items failing the inspection shall be reported in writing by customer to the CONTRACTOR. These items shall be known as the project "Punch List" Each punch list item shall be designated as either "major" or "minor" The customer shall be the sole determiner of the "major" or "minor" designations.

3.17.3 The CONTRACTOR shall correct all "Punch List" items. After all major "Punch List" items have been resolved; the CONTRACTOR shall request a second inspection. The second inspection shall occur prior to scheduled system activation or scheduled project completion, whichever is applicable. Liquidated damages may apply based on the number of days that system activation or project completion is delayed.

3.18 ACCEPTANCE DATE

Upon successful inspection and correction of "Punch List" items, the customer shall notify the CONTRACTOR that the project is ready for acceptance testing.

3.19 ACCEPTANCE TESTING

3.19.1 The CONTRACTOR agrees to design and install the fiber/cablings in accordance with the performance requirements set forth in this FPB. The State agrees to allow the CONTRACTOR access to the premises as the CONTRACTOR shall reasonably require for the purpose of installing these services, subject to operating and security procedures. The CONTRACTOR agrees to fully coordinate installation and cut over of these services with individual State agencies.

3.19.2 Materials will be delivered in accordance with the contract and/or purchase order. The CONTRACTOR shall make all arrangements for the transportation and delivery on commercial bills of lading. The CONTRACTORS shall be responsible for all storage of materials at each site location. Upon completion of installation of the cabling the CONTRACTOR will notify the State, in writing, that the services have been installed according to specifications.

3.19.3 At 8:00 a.m. on the first business day following receipt of the CONTRACTOR'S written declaration of installation of the service at an agency location, a thirty (30) day inspection and acceptance period of performance will begin following which the State may reject the services, in addition to any other remedy herein elsewhere specified, if it does not meet the inspection and acceptance test.

3.19.4 The Customer shall not accept the cabling and shall not pay charges until the standards of acceptance are met during the thirty (30) day acceptance performance period. The date of acceptance shall be the first date following successful completion of the thirty (30) day acceptance period. The CONTRACTOR shall maintain appropriate daily records to satisfy the requirements of this Section. The customer shall notify the CONTRACTOR in writing of the date of acceptance.

3.20 LABOR

3.20.1 General Labor

Under the category of Construction Labor on the price sheets, general labor shall be, at the request of the customer, made available for use on an as needed and per hour basis. General labor shall consist of minor tasks such as the movement of boxes, the labeling of sets and shall be determined by both parties prior to use as General Labor and reasonably priced as such. These services shall be on an "as needed" basis by the customer and subject to availability of staff by the CONTRACTOR. General labor will not require tools.

3.20.2 Skilled Labor

Skilled labor shall be defined as one technician with tool belt and technician tools such as wire scissors, punch down tool, tone generator and typical telecom tech tools. These services shall be on an "as needed" basis and subject to availability of staff by the CONTRACTOR. These technicians must have a general knowledge of BICSI standards and wiring practices. The test equipment and tools needed for each task must be included in the prices for these line items in the price sheets.

LOT 1 - INSIDE WIRING

3.21 CONDUIT

3.21.1 All PVC conduit and roll duct will be schedule 40 UL approved with minimum wall thickness of .237, unless otherwise specified.

3.21.2 All conduit and cable proposed will be installed with a minimum of 36 inches of cover. The general rule will be, if foreign obstacles are encountered at the proposed depth, the depth will be increased unless approved otherwise by the customer.

3.21.3 The CONTRACTOR will be responsible for identifying fluid soil and other similar obstructions that may have a cost effect on this projects including those costs in the original bid. Change order requests for these conditions will not be considered valid.

3.21.4 All outside building wall conduit will be GIP and shall be permanently attached using unistrut.

3.21.5 All inside building conduit will be as IMC unless otherwise specified. Inside metallic conduit shall be bonded and grounded.

3.21.6 All inside penetrations shall be sleeved with metallic conduit - except fire wall penetrations which must be sleeved with metallic conduit and fire stopped in accordance with ASTME 814-84.

3.21.7 All conduits entering pull boxes will be securely attached to the structure. Conduit entrances in to boxes shall be cut to match the size of the conduit diameter and shall not contain gaps and large unsealed openings.

3.22 CABLE PATHWAYS GUIDELINES

3.22.1 To avoid electromagnetic interference (EMI), all pathways shall meet the following clearances and guidelines:

(a) Four (4) feet from large motors or transformers.

(b) One (1) foot from conduit and cables used for electrical power distribution.

(c) Five (5) inches from florescent lighting.

(d) Where conduit is not available, all wire pulled through drop ceilings shall be supported every four (4) feet using "J" hooks as specified in the attached price sheets. Cables shall not be tie wrapped to conduits or ceiling grid for support.

(e) When conduit is installed, conduit cannot contain more than two (2) 90 degree bends and no more than 180 degree total bends and shall be IMC, unless otherwise specified.

(f) Air spaces that cannot be determined to be non-plenum shall be treated as plenum air space, unless otherwise specified.

(g) Air spaces in lift out ceilings of schools, hospitals and/or residences where patients or others are housed shall be treated as plenum air spaces.

(h) All Category 5e cable, connecting hardware and patch cords shall meet or exceed the test parameters as defined in TIA/EIA-568- C.2.

(i) All Category 6 cable, connecting hardware and patch cords shall meet or exceed the test parameters as defined in TIA/EIA-568- C.2.

(j) All Category 6A cable, connecting hardware and patch cords shall meet or exceed the test parameters as defined in TIA/EIA-568-C.2.

3.22.2 All Category 5e, 6 and 6A cable shall meet or exceed the test parameters as defined in TSB67 test specifications under EIA/TIA 568C guidelines and IEEE802.3an standards.

3.22.3 All Category 5e, 6 and 6A patch panels and jacks shall meet or exceed the test parameters as defined in TSB36 under EIA/TIA 568C guidelines and IEEE802.3an standards.

3.23 CABLE TERMINATING SPECIFICATIONS FOR CATEGORY 5e, CATEGORY 6 AND CATEGORY 6A UNSHIELDED TWISTED PAIR HORIZONTAL CABLING.

**Copper Application Distances Specified in IEEE 802.3an
Table 55-12-Cablings types and distances**

Cablings	Supported link segment distances	Cablings References
Class E / Category 6	55 to 100 m^a	ISO/TEC TR-24750 / TIA/EIA TSB-155
Class E / Category 6: unscreened	55 m	ISO/TEC TR-24750 / TIA/EIA TSB-155
Class E / Category 6: screened	100 m	ISO/TEC TR-24750 / TIA/EIA TSB-155
Class F	100 m	ISO/IEC TR-24750
Class EA /Augmented Category 6	100 m	ISO/IEC 11801 Ed 2.1 /TIA/EIA-568-B-2-10

***Supported link segments up to 100m shall meet the alien crosstalk to insertion loss requirements specified in 55.7.3.1.2**

3.23.1 Untwisting of pairs before termination must not exceed 0.5 inches.

3.23.2 To eliminate cable stress, cables are not to be tightly bundled with wire ties and bends should not exceed 6 x times the cable radius FOR Cat 5e and 4x the radius for Cat 6 and Cat 6A. Where wire ties are used, they should not be tight and the spacing should be staggered.

3.23.3 The cable jacket shall not be removed more than absolutely necessary for cable termination.

3.24 DOCUMENTATION

Test documentation shall be: (1) clearly labeled with test point origination and destination; (2) measurements set for feet and not meters; (3) bound in notebook form with tabs for separation of test results; and (4) in the format illustrated (see example of OTDR test printout). Failure to include these items may require retesting at the CONTRACTOR'S expense.

3.25 LABELING

All fiber panels, copper patch panels, 110 hardware and protector units must be clearly labeled at all points of termination as required by the customer. Only typed labels are permitted - no handwritten labels. Electronic labeling methods such as "P-Touch" are acceptable.

LOT 2 - OUTSIDE WIRING

3.26 WARNING TAPE

Where required, warning tape will be installed at a depth of twelve (12) inches along the entire conduit route of buried conduit and cable and shall be telecommunications orange in color. Warning tape shall be three (3) inches wide.

3.27 PULL ROPE OR TAPE

3.27.1 One 1/4" diameter poly pull rope or equivalent dandyline.

3.27.2 Pull ropes shall be placed in all conduits along with cable(s) or innerduct(s), unless otherwise specified.

3.27.3 Pull ropes shall always be placed with innerduct and/or cables and will not be specified as an item for pricing unless the duct is being rodded specifically and only for the replacement of the rope.

3.28 FIBER AND COPPER CABLE INSTALLATION GUIDELINES

3.28.1 Cables shall not be kinked, gouged or otherwise mishandled or damaged

3.28.2 During installation. Cable that has been severely damaged and determined by the customer to not be salvageable shall be replaced at the CONTRACTOR'S expense.

3.28.3 Cable left on job sites during construction will be kept at a minimum. However, when this is necessary, the cable will be protected and barricaded and kept under security guard protection. It is the responsibility of the CONTRACTOR to safeguard cables and supplies by whatever means necessary.

3.28.4 The manufacturer's recommended minimum bending radius will be adhered to during the pulling process, as well as, racking and coiling. The dual swivel concept will be used in the pulling process to ensure against cable twisting and improper tension. Measuring equipment will be employed to ensure that tension does not exceed 600 pounds. Lubricants must be used as required so that maximum pulling tensions are not exceeded. These lubricants must be designed for the purpose of pulling cable and other lubricants such as dish soap, lard or other lubricants are not to be substituted.

3.28.5 Cables must be racked around manhole walls and/or handholes with sufficient slack left to avoid straight pull through the holes.

3.28.6 Splice areas must be kept clean and clear of cable water blocking gels. The CONTRACTOR shall take care to cover floors, equipment and safeguard the general area from cable gel during cable splicing. The CONTRACTOR shall immediately clean and remove cable gels from equipment rooms and splicing areas at the completion of splicing.

3.28.7 All fiber optic cable must be traceable. When all dielectric fiber is installed, a minimum #14AWG insulated wire must be installed for trace purposes.

3.29 FIBER TESTING

3.29.1 Pretesting each reel of cable may be required prior to cable installation at the request of customer. At this request, each fiber will be tested for fractures, micro bends, and DB loss. This information will be recorded by fiber and reel. A hard copy of test data shall be provided. The test data will be reviewed and approved by the designated representative prior to installation start. The representative will be notified at least 24 hours prior to the time that the testing is planned so that they may be present.

3.29.2 The customer shall be provided the paperwork from the manufacturer on the testing of the fiber at the factory.

3.29.3 Once installation is complete the fiber will be tested and the customer will be notified prior to testing. The customer will be provided with a hard copy of the OTDR test data in binders or an electronic version. Results shall be separated by labeled tabs. Results shall be clearly defined as "testing from" and "to" so that it is clear what strand and location point is being tested. Tests required, either OTDR or Power Meter, shall be clearly defined and itemized on the price sheets. Pricing is by strand with an assumption of bi-direction. OTDR tests must use a two point test that clearly shows the cable run tested.

3.30 FIBER TERMINATION

3.30.1 All fiber optic cable will be terminated with polishable connectors at each end, unless specified otherwise. Crimp type, cam lock and index matching gel connectors are not acceptable unless otherwise specified and specifically priced as such.

3.30.2 Outdoor loose tube cable shall be prepared for termination using Siecor buffer tube kits or equivalent substitute approved by customer prior to bid.

3.30.3 When securing the fiber optic cable, both the central member and outer sheath shall be tied down. See Siecor Recommended Procedure SRP-003-285-FDC and SRP-003-234wic for correct routing of cables, buffer tube fan-out routing and cable tie down strain relief.

3.30.4 Metallic shield or trace wire shall be bonded to approved grounds at both ends of the cable using bullet bonds. #6AWG ground wire for cable shield grounding and #14AWG for trace purposes. An Illustration is available upon request.

3.30.5 Buffer tubes shall be neat and routed in the proper manner. Please reference Siecor recommended procedures SRP-003-285FDC and SRP-003-234WIC.

3.31 FIBER OPTIC PATCH PANELS

Fiber optic patch panels will be provided and installed by the CONTRACTOR and shall be defined by manufacturer and model number in the business proposal.

3.32 DOCUMENTATION

Test documentation shall be: (1) clearly labeled with test point origination and destination; (2) measurements set for feet and not meters; (3) bound in notebook form with tabs for separation of test results; and (4) in the format illustrated (see example of OTDR test printout). Failure to include these items may require retesting at the CONTRACTOR'S expense.

3.33 FIBER OPTIC CABLE

3.33.1 Final acceptance testing will be performed by the CONTRACTOR end-to-end by section and/or patch panel to patch panel. A customer may be present during all tests. For multi-mode fiber, the following tests shall be made for each fiber strand: attenuation at 850 nm and 1300 nm, OTDR trace from each end showing total distance. For single-mode fiber, the following tests shall be made for each fiber strand: attenuation at 1310 nm and 1550 nm, and OTDR trace from each end showing total distance. Corrective action for any fibers not within specifications shall be approved by the customer. Fiber shall be retested after corrective actions have been completed. A hard copy of all test results shall be provided to the customer. Any variations from these test procedures must be approved prior to testing.

3.33.2 The tube cable when specified shall be defined as a minimum of five (5) buffer tubes or solid polyethylene rods as fillers wrapped around a central member as an anti-buckling component. The central member may be steel or glass reinforced plastic. The cable shall contain a water blocking material. When loose tube is specified in the bid and price sheets, it shall be the responsibility of the CONTACTOR to remove and replace tight buffer cable. The Customer reserves the right to refuse to accept cable that does not meet the above description.

3.34 FIBER MANUFACTURE SPECIFICATIONS AND GUIDELINES

All fiber shall contain a metallic sheath that must be grounded and bonded unless a #14AWG trace wire is specified.

3.34.1 Fiber Optic Cable minimum requirements:

(a) Multi-Mode

Core Diameter	62.5um	
Cladding Diameter	125um	
Wavelength	850nm	1300nm
Max Attenuation	3.5db/Km	1.5db/Km
Min. Bandwidth	>160 Mhz-Km	>500Mhz-Km
Single Jacket		

(b) Single - Mode

Core Diameter	8.0 to 8.5um	
Cladding Diameter	125um	
Wavelength	1310nm	1550nm
Max Attenuation	.5db/Km	.5db/Km
Min. Bandwidth	>160 Mhz-Km	>500Mhz-Km
Single Jacket		

Multi-Mode Optical Fiber Application Distances

Fiber Type	Bandwidth	10G Distance	40G Distance	100G Distance
OM1 (62.5 um)	200 MHz-km	33 meters	N/A	N/A
OM2 (50 um)	500 MHz-km	82 meters	N/A	N/A
OM3 (LO 50 um)	2000 MHz-km	300 meters	100 m (min)*	100 m (min)*
OM4 (LO 50 um)**	4700 MHz-km	550 meters	125 m*	125 m*

*IEEE 802.3ba Proposed distances for 40G and 100G

**Meets TIA492-AAAD requirements

3.35 FEEDER CABLE

GFMW or PE84 equivalent, jelly filled, shielded cable or as specified in the bid document and/or business proposal.

3.36 PULL BOXES

3.36.1 Pull boxes that are used on the outside of buildings and that are exposed to the elements shall be galvanized in construction and shall be mounted with only galvanized bolts and parts.

3.36.2 Pull boxes that are exposed to a marine environment shall contain appropriate stainless steel and corrosive resistant materials.

3.36.3 Pull boxes shall always contain a cover mounted with galvanized screws and hardware. Covers lost during installation or through the course of the project shall be replaced at the contractor's expense. It is the responsibility of the CONTRACTOR to retain covers and reinstall them at the project end.

3.36.4 Conduit entering boxes shall be secured using screw and locking collars and the opening around conduits entering boxes shall be properly sized and sealed to prevent gaping holes around the conduits.

3.36.5 Pull boxes should always contain sufficient depth to maintain the proper cable bend radius.

3.37 MAN HOLES

3.37.1 Man holes shall consist of concrete windows on all four sides for ease of installation of conduits.

3.37.2 All man holes shall contain a sump hole.

3.37.3 All cables in man holes shall be racked and cable shall be formed around the inside as not to block or hinder personnel entrance in to the man hole.

3.37.4 All cables shall be labeled in man holes as to type of cable, origination and destination.

3.38 HANDHOLES

3.38.1 Quazite, Utility Precast or Armorcast products unless specified otherwise in the attached price sheets.

3.38.2 Each handhole shall have a traffic load bearing, bolting lid.

3.38.3 Lids shall be bolted at the close and last inspection of the job site. Missing bolts shall be replaced at the expense of the contractor if lost before the close of the job.

3.39 FIRE STOP AND CONDUIT FOAM SEALANT

3.39.1 CONTRACTOR must properly seal all penetrations through fire-rated walls and floor sleeves with only approved materials that meet the requirements of ASTM E 814-84. Evaluation by UL according to Standard UL 1479 is acceptable. If the CONTRACTOR is not sure about the fire rating of a wall, the CONTRACTOR is to assume that fire stop material must be used. All through floor penetrations and sleeves are to be fire stopped.

3.39.2 CONTRACTOR must properly seal all buried conduits after cable installation to prevent water flow and seepage. "Great Stuff" by Insta-Foam Products is recommended.

3.39.3 In severe water seepage cases, Duct Plug by Bondex is recommended.

3.39.4 The CONTRACTOR is responsible for water seepage into buildings after cable installations and shall be responsible for quick response to call backs to reseal leaking ducts.

3.40 GROUNDING AND BONDING OF CABLE SHEATHS

All metallic cable sheaths shall be bonded and grounded using a Bullet Bond, Bonding Braid and/or #6AWG Ground Wire, unless otherwise specified. All cable grounds will be visually inspected by the On-Site Project Manager. Illustrations are available upon request.

3.41 COPPER CABLE PAIR TESTING

3.41.1 All copper cable pairs will be tested for continuity. A minimum test for shorts, grounds and cross battery will be performed. Test results will be recorded and provided to the representative at the final punch list walk-thru for each cable pair tested.

3.41.2 Special circuit testing shall consist of troubleshooting digital and analog data circuits for the isolation of troubles and be able to resolve circuit troubles. The testing will be priced at an hourly rate for both normal business hours and an hourly rate for after hours testing. The suggested test equipment for this task is the T-Berd Circuit Analyzer model 950 or equivalent. The technician should be proficient in the use of circuit analysis

equipment and in the interpretation of the data findings for both digital and analog special data circuits. Special circuit testing will require knowledge of local Bell operating procedures and personnel contacts. The technician must be able to coordinate all parties and be able to offer, through testing, possible causes of circuit outages and be able to resolve circuit problems.

3.42 CONCRETE AND ASPHALT

3.42.1 All street and sidewalks will be saw cut and restored as specified in detail drawings.

3.42.2 Concrete and asphalt removal and restoration are identified in linear feet, width and thickness. These dimensions are minimum requirements to perform the required work. It will be the CONTRACTOR'S responsibility to determine the method of calculation for restoration material cost as proposed. Change orders due to fluid soil, accidental damages, substitution of materials, deviation of route without prior approval or additional widths/lengths will not be considered valid.

3.42.3 The CONTRACTOR shall warrant the restoration of all concrete and asphalt against sinkage and/or cracking and shall take extra care to tamp soil adequately. The CONTRACTOR shall be subject to call back for repairs for sinkage and cave-ins with no time limit.

3.42.4 Where possible, flowable fill should be used to encase conduits.

3.43 LABELING

3.43.1 All fiber panels, patch panels, 110 hardware and protector units must be clearly labeled at all points of termination with Building #. Only typed labels are permitted - no handwritten labels. Electronic labeling methods such as "P-Touch" are acceptable.

3.43.2 Cables in handholes and manholes, along crawl spaces and building entrances shall be clearly tagged and labeled using plastic label tags and tie wraps with permanent marker for easy identification.

3.44 RIGHT-OF-WAY AND ENCROACHMENT PERMITS

3.44.1 All highway right-of-way and encroachment permits required to perform work must be provided by the CONTRACTOR. The CONTRACTOR will be responsible for locating and coordinating the locations of all utilities and obstructions along the entire buried routes and for any repairs that occur.

3.44.2 The CONTRACTOR will, with the aid of the customer, be responsible for obtaining all necessary security clearances needed for access to all properties where work is to be performed on the project. All normal safety practices and procedures will be adhered to and those established by the customer representative will be followed promptly and corrective actions will take as determined by the customer. The CONTRACTOR'S work schedule will be subject to City and State provisions, if any, as to when work can be performed in streets.

3.45 SUPERVISION

The CONTRACTOR shall ensure that all construction work on a project receives constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at the project during working hours when construction is being carried on. The CONTRACTOR shall also employ, in connection with the construction of the project, capable, experienced, and reliable foremen and such skilled workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent by the customer shall be binding upon the CONTRACTOR. BIDDER'S must describe their plans for providing staffing on this project and how they will determine the number and type of workers that will be assigned to each project.

3.46 SOIL

3.46.1 Backfill excavations must be done as promptly as work permits. The backfill shall be Type A fill 4" to 6" above direct burial duct. Rocky bottom ditch will require 4" to 6" fill before placing duct. Type A fill is:

- (a) Sand or Sand Slurry
- (b) Decomposed Granite
- (c) Rock Free Sandy Loam
- (d) Rock Dust

3.46.2 Type B fill shall be used for the remainder of backfill. Type B fill is:

- (a) Mixture will consist of sand or earth and rock. Rock will not exceed 1" in diameter and not comprise more than 50% of materials by volume. All backfill should be placed and compacted in layers.
- (b) Initial backfill shall consist of fine dry materials so as to flow down and around duct configurations. This will prevent trench settling and give greater trench loading capacity to duct.
- (c) Where initial backfill is damp, it will be necessary to use a tamper to pack fill between duct separation.
- (d) Backfill shall be made in layers of 6" and tamped or flooded after a 6" cover is in place. It shall be dense and compacted sufficiently to prevent any further settling. It should be compacted to 95% proctor as measured by industry standard measurements of soil density.
- (e) Disposing of surplus soil shall be the CONTRACTOR'S responsibility.

3.47 DEBRIS REMOVAL

Any and all excess earth, rock, debris, underbrush and other useless material shall be removed by the CONTRACTOR or relocated (distributed) to the satisfaction of the customer representative as rapidly as practicable as the work progresses.

3.48 TREES/SHRUBS

Cable route trenching should not injure any major feed roots of trees, and special care should be taken not to damage tree bark and branches. No trenching will be permitted within the canopy limits of large trees without approval.

3.48.1 Trees and shrubs damaged during installation of the cable must be replaced by equivalent species, color, size, and quality.

3.48.2 Trees/shrubs should be preserved in this manner:

- (a) Balled and burlapped, and stored in shade, or semi-shade.
- (b) Watered on a daily basis if standing alone, or kept moist if mulched with water retention material.
- (c) Maintained in a healthy, vigorous condition and replaced after work is completed.
- (d) Treated according to proper horticultural practice by American National Standard Institute.

3.49 GROUND COVER/SOD

Ground cover/sod dug up or damaged during construction must be replaced with equivalent variety, color, and quality. Sodding should be laid on fine graded soil, rolled, and compacted in place. All resodding and ground cover replacement must be thoroughly watered and treated at time of installation, if applicable. Where replacement grasses are reseeded, the grass seed used must be of the same type as existing grasses.

3.50 LABELING

All fiber panels, copper patch panels, 110 hardware and protector units must be clearly labeled at all points of termination as required by the customer. Only typed labels are permitted - no handwritten labels. Electronic labeling methods such as "P-Touch" are acceptable.

3.51 PROJECT MANAGEMENT

The CONTRACTOR must furnish an experienced and qualified project manager upon request by the customer. The project manager will serve as the customer's on-site representative and perform the following functions:

- 3.50.1 Provide daily reports as required to the customer on the status of the project.
- 3.50.2 Oversee the testing of all fiber and copper cabling, and the inspection of terminations, splices, bonding, groundings, etc.
- 3.50.3 Conduct walk-thrus and assist in developing punch list items.
- 3.50.4 Coordinate with the customer to answer questions and assist in addressing concerns during cutover.
- 3.50.5 BIDDER'S must describe their ability to provide project management personnel as described herein.

LOT 3 - DESIGN AND ENGINEERING SERVICES

3.52 DESIGN AND ENGINEERING SERVICES

Design and engineering services will be used on an as needed basis. The customer will designate when these services are used and they will be used only during the planning and design phase of projects. These services are not the same services as those normally required for the pricing of projects that have already been designed and are not to be applied to day to day contract projects, but will be used by the customer for the planning of projects that will be bid or for bids other than those that come under this contract.

It is preferred, but not required, that BIDDER’S employ a Registered Communication Distribution Designer (RCDD) certified by BICSI.

BIDDER’S must provide a list of their employees that are BICSI certified as a Registered Communication Distribution Designer (RCDD).

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit 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 section IX. Attachments to Solicitations. [04-4010-1]

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: _____

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

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

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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:<http://www.govoepp.state.sc.us/osmba/>
[04-4015-1]

V. QUALIFICATIONS

5.1 QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

5.2 QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006):

In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

- (a) Bidder must have been in business for at least three (3) years providing services that are the same or similar to the requirements stated in this bid. Please describe.
- (b) Bidder must submit at least three (3) references where bidder has provided such services, showing the company name, contact person, email address and telephone number for each reference. The State reserves the right to contact references.
- (c) Bidder must submit a resume for key personnel showing that they have the qualifications and experience to perform services required in this bid. Also provide emergency contact information for key personnel.
- (d) Bidder must provide a single point of contact with email and phone contact information for any and all concerns of the State.
- (e) Bidder shall explain your escalation procedures .
- (f) Bidder must participate in the Federal Universal Services Program known as E-rate. Bidder must be registered with the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). Please provide your Service Provider Identification Number (SPIN).
- (g) Bidders must provide the last (2) complete fiscal year balance sheets and income statements.
- (h) Bidder must provide projected net revenues for present business year.
- (i) Bidder must provide a list of failed projects, suspensions, debarments, and significant litigations, if any.

(j) Bidder must acknowledge the acceptance and use of the attached “not to exceed” price sheets.

NOTE: Throughout the term of the contract, the bidder must maintain the criteria stated above or the contract may be terminated.

VI. AWARD CRITERIA

AWARD CRITERIA -- FIXED PRICE BIDDING (JAN 2006)

Award will be made to all responsive and responsible Offerors. [06-6023-1]

BIDS RECEIVED AFTER AWARD -- FIXED PRICE BIDDING (JAN 2006)

Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the state's original fixed price bid as authorized by the solicitation. [06-6045-1]

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 (JAN 2006)

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

BANKRUPTCY (JAN 2006)

(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 five (5) 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. [07-7A005-1]

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

(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) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. 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. [07-7A015-1]

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]

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]

NON-INDEMNIFICATION (JAN 2006)

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

NOTICE (JAN 2006)

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

PAYMENT (JAN 2006)

(a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. [07-7A055-1]

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order.

Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SETOFF (JAN 2006)

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

IN ADDITION TO THE TERMS AND CONDITIONS DETAILED IN VII. A. – GENERAL

PROPOSER'S CONFERENCE : All prospective BIDDER'S intending to submit a proposal are invited to attend the Bidder's Conference at 4430 Broad River Road Columbia, SC 29210 Room 105 from 1:30pm – 3:00pm . All attendees will be required to sign in and their attendance will be certified by a representative of State. Written questions may be submitted or verbal questions may be asked at this conference but will be answered only in writing.

TELECOMMUNICATION AUTHORITY & EXEMPTION: All BIDDERS are advised that the services requested under this RFP are being acquired using the Director of the Division of State Information Technology's (DSIT) Telecommunications Authority as set forth in Section 1-11-430 of the South Carolina Code of Laws and the South Carolina Consolidated Procurement Code Exemption #114 (7/14/93). After reviewing this solicitation document, BIDDER'S should advise the State of any problems they perceive where this may bear upon their ability to comply. Such questions and/or concerns must be presented in writing to the DSIT Official listed above by the date and time specified for "Questions."

DSIT ADMINISTRATIVE FEE: DSIT may, at its sole option, add an administrative fee to the prices submitted in response to a project request. DSIT may also require the CONTRACTOR to add an administrative fee to the awarded prices when the CONTRACTOR provides services directly to a State or local government agency. This fee will be included in the CONTRACTOR's rate and will not be listed as a separate line item. The amount of the fee will be determined by DSIT. The administrative fee will be collected by the CONTRACTOR, and submitted monthly with the report of completed projects (form to be issued upon award of this FPB); the CONTRACTOR will issue a check to DSIT for the amount of the administrative fee.

Non-Interference. The CONTRACTOR agrees that it will not interfere with DSIT's exercise of its right to recover a portion of its costs of administering this Agreement, as well as the CONTRACTOR'S prices for the services provided to an agency.

UNIVERSAL SERVICE FUND: The CONTRACTOR is encouraged to apply for and warrant that it is qualified under applicable Federal Communications Commission and South Carolina Public Service Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this RFP to schools, libraries, rural health care providers, agencies, institutions and consortia thereof, and other entities which are eligible for those allocations/disbursements on behalf, and for the benefit, of those entities, agencies and institutions. The CONTRACTOR also agrees to maintain those qualifications, and to assist agencies, institutions and entities in applying for and receiving these allocations/disbursements and applying these to any billing which they would receive from the CONTRACTOR for services. In their response to the RFP, BIDDER'S must provide a copy of their official certification as being eligible to receive allocations/reimbursements under the Universal Service Fund.

CHANGES WHICH WOULD NEGATIVELY IMPACT MANUFACTURER AND/OR CONTRACT HOLDER

In order to ensure a consistent and reliable source of supply that will continue for the term of any resulting contract, the Information Technology Management Office shall be notified immediately in writing of any changes between the manufacturer and contract holder that would adversely affect the performance of the manufacturer and/or contract holder responsibilities and performance while utilizing this contract (Example: Manufacturer cancels the Contract Holder's letter of authorization, or Line of Credit, etc..)

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]

CONTRACT LIMITATIONS (JAN 2006)

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

CONTRACT REPORTING REQUIREMENTS - ITMO (MAY 2009):

The CONTRACTOR will be required to process monthly reports via email to DSIT (charless@cio.sc.gov) with projected projects and completed projects. All "sales" must be reported. If "No Sales" are achieved for a specific month, then "Zero" (0) must be reported for that specific month. Failure to report your monthly activity by the 30th of every month is grounds for cancellation of your contract. If personal assistance is required, please contact the reports manager Charlie Seastrunk at: 803-898-8121.

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]

DAMAGES LIMITATION (JAN 2006) Contractor's maximum liability, if any, to the State for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages. The above limitations of this clause do not apply to any claim for intellectual property infringement or to the clauses entitled "Indemnification – Third Party Claims" or "Intellectual Property Infringement".

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

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

ILLEGAL IMMIGRATION (NOV. 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INTELLECTUAL PROPERTY INFRINGEMENT (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) Contractor's 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. [07-7B105-1]

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 ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)

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

[07-7B170-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR

Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

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]

STATEWIDE TERM CONTRACT (JAN 2006)

With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer. [07-7B225-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)

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), 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

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

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

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

WARRANTY – STANDARD (JAN 2006):

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)

The bidding schedule below will be the one you must complete in the on-line system:

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	1	LOT		
Product Catg.:				
Item Description: If you are submitting to be awarded for Lot 1, Please submit an approx value of the contract for Lot 1. This amount will NOT be evaluated---but must be submitted in the online proposal in SAP.				
Tendering Text: All Terms and conditions must be agreed to and all requirements met to be awarded this contract.				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	1	LOT		
Product Catg.:				
Item Description: If you are submitting to be awarded for Lot 2, Please submit an approx value of the contract for Lot 2. This amount will NOT be evaluated---but must be submitted in the online proposal in SAP.				
Tendering Text: : All Terms and conditions must be agreed to and all requirements met to be awarded this contract.				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	1	LOT		
Product Catg.:				
Item Description: If you are submitting to be awarded for Lot 3, Please submit an approx value of the contract for Lot 3. This amount will NOT be evaluated---but must be submitted in the online proposal in SAP.				
Tendering Text: : All Terms and conditions must be agreed to and all requirements met to be awarded this contract.				

IX. ATTACHMENTS TO SOLICITATION

A. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:
<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]