



Invitation for Bid

Solicitation Type **IFB**
 Solicitation Number **10-R1000198/TS**
 Date Issued **August 10, 2009**
 Procurement Officer **Teresia Sexton**
 Phone **803-323-2143, Ext. 6026**
 E-Mail Address sextont@winthrop.edu

DESCRIPTION: FURNISH, DELIVER AND INSTALL AUTOMATED LIGHTING SYSTEM INCLUDING THE INTEGRATION WITH THE PAYNE-SPARKMAN SHUTTER SYSTEM FOR THE WINTHROP COLISEUM ARENA

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

SUBMIT OFFER BY: (Opening Date/Time) August 26, 2009 at 3:00 pm : See provision entitled "Deadline For Submission Of Offer"

NUMBER OF COPIES TO BE SUBMITTED: **ONE (1) Original**

QUESTIONS MUST BE RECEIVED BY: **August 20, 2009 AT 11:00 A.M.** : See provision entitled "Questions From Offerors"

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

MAILING ADDRESS: Winthrop University Procurement Services 307 Tillman Hall Rock Hill, SC 29733	PHYSICAL ADDRESS: Winthrop University Procurement Services 307 Tillman Hall Rock Hill, SC 29733
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See provision entitled "Submitting Your Offer"

Conference Type: SITE VISIT Date & Time: BY APPOINTMENT As appropriate see "Conference -Pre-Bid /Proposal" & "Site Visit" previsions	Location: WINTHROP UNIVERSITY COLISEUM 1162 EDEN TERRACE ROCK HILL, SC 29733
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on September 2, 2009 . The award, this solicitation, and any amendments will be posted at the following web address: http://www.winthrop.edu/procurement/bids.htm
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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

(See "Signing Your Offer" provision.)

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

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)	
TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	STATE VENDOR NO. (Register to obtain S.C. Vendor No. at www.procurement.sc.gov)

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 payment will be sent) (See "Payment" clauses)	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)

ACKNOWLEDGEMENT OF AMENDMENTS	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
Offerors acknowledges receipt of amendment by indicating amendment number and its date of issue. See "Amendment to Solicitation " Provision								

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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PREFERENCE - SC RESIDENT VENDOR PREFERENCE (June 2006): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office * in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at all time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is make or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law	OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE.
	*ADDRESS AND PHONE OF IN-SATE OFFICE
	<input type="checkbox"/> In- State Office Address same as Home Office address <input type="checkbox"/> In -State Office address same as Notice Address (CHECK ON LY ONE)

PREFERENCE - SC/US END-PRODUCT (June 2005) Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured , or grown in SC or the US, respectively. And end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made", "manufactured", and "grown" are defined by Section 11-35-1524 (B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product (s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	IF THIS PREFERENCE APPLIES TO THIS PROCURMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS RQUESTIONS THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACE ON THE BIDDING SCHEDULE.
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*****IMPORTANT*****

If you obtain a copy of this solicitation and want to receive future notifications (possible amendments), pertaining to this solicitation, you must notify the buyer at:

sextont@winthrop.edu

Please provide the following:

Company Name

Contact Person

Address

Telephone

Fax

E-mail Address

Solicitation Outline

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

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JANUARY 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. **FURNISH, DELIVER AND INSTALL AUTOMATED LIGHTING SYSTEM INCLUDING THE INTEGRATION WITH THE PAYNE-SPARKMAN SHUTTER SYSTEM FOR THE WINTHROP COLISEUM ARENA**

MAXIMUM CONTRACT PERIOD — ESTIMATED (JANUARY 2006): 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".

II. INSTRUCTIONS TO OFFERORS:

A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.winthrop.edu/procurement/bids.htm> (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

AWARD NOTIFICATION (JUNE 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. 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 potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with Winthrop University. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

BOARD AS PROCUREMENT AGENT (AUGUST 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 Winthrop University acting on behalf of Winthrop University pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Winthrop University. 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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

(a)

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

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

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

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

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

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

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

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

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

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

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

CODE OF LAWS AVAILABLE (JANUARY 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>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JANUARY 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.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the procurement officer of Winthrop University 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 Winthrop University's mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION. FOR ADDITIONAL DEFINITIONS, SEE THE TERMS AND CONDITIONS BELOW.

- (1) AMENDMENT - means a document issued to supplement the original solicitation document.
- (2) BOARD - means the South Carolina Budget & Control Board.
- (3) BUYER - means the Procurement Officer.
- (4) 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.
- (5) OFFER - means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
- (6) 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."
- (7) PROCUREMENT OFFICER - means the person, or his successor, identified as such on the Cover Page.
- (8) YOU and YOUR - means Offeror.
- (9) SOLICITATION - means this document, including all its parts, attachments, and any Amendments.
- (10) STATE - means the Using Governmental Unit(s) identified on the Cover Page.
- (11) 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.

- (12) 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)].
- (13) WORK- means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligation under the Contract..

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006):By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (JANUARY 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 Winthrop University's attention.

ETHICS ACT (JANUARY 2006) By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8- 13-790, (b) Recovery of kickbacks - Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150.

OMIT TAXES FROM PRICE (JANUARY 2006) Do not include any taxes in your price that the state may be required to pay.

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

PROTEST – CPO- ITMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Information Technology Office, and submitted in writing (a) by email to protest-itmo@cio.sc.gov, (b) facsimile at 803-896-0789, or (c) by post or delivery to 4430 Broad River Road, Columbia, S.C. 29210.

PROTEST – CPO – MMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-738-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, S.C. 29201.

MMO AWARD AND INTENT TO AWARD FORMS

Bidder's right to protest as listed in section 11-35-4210 in the South Carolina Consolidated Procurement Code applies to this intent to award. Protest to be filed with:

Chief Procurement Officer

Materials Management Office
1201 Main Street, Suite 600
Columbia, S.C. 29201
Facsimile: 803-737-0639
E-mail: protest-mmo@mmo.state.sc.us

ITMO AWARD AND INTENT TO AWARD FORMS

Bidder's right to protest as listed in section 11-35-4210 in the South Carolina Consolidated Procurement Code applies to this intent to award. Protest to be filed with:

Chief Procurement Officer
Information Technology Management Office
4430 Broad River Road
Columbia, S.C. 29201
Facsimile: 803-896-0789
E-mail: protest-itmo@cio.sc.gov

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (JANUARY 2006) (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. 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) Winthrop University 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.

REJECTION/CANCELLATION (JANUARY 2006) 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.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

(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. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(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 Winthrop University 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) Unbalanced Bidding. Winthrop University 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 Winthrop University even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) By submitting an Offer, You agree not to discuss this procurement activity in any way with Winthrop University or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

STATE OFFICE CLOSINGS (JANUARY 2006) 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/myscgovweb/weather.html>

SIGNING YOUR OFFER (JANUARY 2006) 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 venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION (AUGUST 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 contend 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, Winthrop University 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, Winthrop University 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 Winthrop University withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (AUGUST 2002) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved 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) Each Offeror must submit the number of copies indicated on the Cover Page. (c) 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. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JANUARY 2006) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. 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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. 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. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with State Minority Firms.

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the

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

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) 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.

B. Special Instructions:

DESCRIPTIVE LITERATURE – LABELING (JANUARY 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with you offer.

DISCUSSIONS WITH BIDDERS (JANUARY 2006): After opening, the Procurement Officer may, in his/her sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if you bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitations requirements. Any discussions will be documented in writing and shall be included with the bid.

SITE VISIT – BY APPOINTMENT (JANUARY 2006): A site visit is not mandatory but is highly recommended so that offerors may obtain the correct measurements, etc, for this project. Your failure to complete a site visit will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully perform the work, or for proceeding to successfully perform the work with additional expense to Winthrop University. Winthrop University assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the site visit conference. Nor does Winthrop University assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Appointment for site visit may be made by contacting:

Dan Murray

Assistant Athletic Director for Facilities and Operations

803-323-2129, ext. 6240

Between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

UNIT PRICES REQUIRED (JAN 2006)

Unit Prices to be show for each item.

III. SCOPE OF WORK/SPECIFICATIONS

Part 1.

Furnish, Deliver and Install Automated Lighting System To Include The Integration With The Payne-Sparkman Shutter System. The Payne-Sparkman Shutter System will be provided by a contractor that has already been chosen by the University.

The Contract, General Conditions and the Project Drawings are considered to be parts of these specifications.

A. COMPLETE SYSTEM:

The successful Contractor shall provide all items necessary for a complete, safe and fully functional systems as described herein, including all materials, equipment, all tools, scaffolding, labor and supervision, even though they may not be specifically enumerated. Any errors, omissions or ambiguities do not relieve the Contractor of this responsibility, but shall be brought to the attention of Winthrop University for clarification.

B. WORK INCLUDED:

The work of this section shall include, but not necessarily be limited to the following:

- 1. Installation and delivery of all automated lighting system materials including, but not limited to automated fixtures, control infrastructure, and rigging materials.**
- 2. Installation, delivery and termination of control infrastructure.**
 - a. Placement of low-voltage wiring and conduit for automated lighting system and arena shutter system.**
 - b. Termination of low-voltage wiring by Contractor or approved Theatrical Systems Integrator for automated lighting system and arena shutter system.**
- 3. Installation and delivery of rigging system for automated lighting.**

C. RELATED WORK:

Related work which is not included in this section:

- 1. Arena Lighting Shutter installation.**

1.02 GENERAL REQUIREMENTS

A. Field Conditions:

All offerors shall fully inform themselves of the conditions under which the work is to be performed. No additional compensation shall be allowed for any labor or item the offeror could have been fully informed of prior to the bid opening date.

B. Safety:

The systems shall conform to all applicable code requirements and shall be in conformance with industry standards of operation and practices. All materials, arrangements, and procedures shall comply with any and all applicable code requirements, allowing the users to arrange and operate a safe assembly and working environment for audience and user personnel.

C. Insurance:

In the absence of more stringent requirements, the successful Contractor shall maintain the proper insurance coverage throughout the entire project scheduled timetable as required by the University and described below.

Insurance Requirements: The successful offeror shall provide a copy of their liability insurance coverage within ten (10) days after the contract has been awarded.

CONTRACTOR'S LIABILITY INSURANCE (JANUARY 2006): Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina Such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claim's under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the work performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment.

Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:
General Aggregate (per project) \$1,000,000
Products/Completed Operations \$1,000,000
Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000
Fire Damage (Any one fire) \$50,000
Medical Expense (Any one person) \$5,000
BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles)

Combined Single Limit \$1,000,000
OR

Bodily Injury and Property Damage (each) \$750,000

WORKER'S COMPENSATION

State Statutory

Employer's Liability \$100,999 Per Accident

\$500,000 Disease, Policy Limit; \$1000,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the university a signed certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for thirty (30) days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the university a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits paid under the General Aggregate) or any substitution of insurance carriers.

(6) The university's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

The successful offerors insurance provider must send Certificate of Insurance Liability Coverages for the coverages stated above to the following address:

**Winthrop University
Purchasing and Risk Management
Attn: Teresia Sexton
307 Tillman Hall
Rock Hill, SC 29733**

1.03 CONTRACTOR QUALIFICATIONS:

A. Requirements:

The successful Contractor shall be an industry approved systems integrator with a minimum of ten (10) years experience.

1.04 SUBMISSIONS

A. Itemized Cost List:

Offerors shall supply a complete detailed itemized cost list to include all of the following for this project:

- 1. Materials**
- 2. Equipment**
- 3. Services**
- 4. Rigging**
- 5. Labor for Installation**

B. Drawings:

Offerors shall submit component and installation drawings and schedules showing all information necessary to fully explain the design features, appearance, function, fabrication, installation, and use of system components in all phases of operation. They shall be approved by the Architect before beginning any fabrication, installation, or erection. Such approval does no relieve the successful Contractor of the responsibility of providing equipment in accordance with the specifications.

C. Catalog Cuts:

In lieu of drawings, the successful Contractor may submit catalog cuts for standard equipment items. These catalog cuts must contain full information on dimensions, construction, applications, etc. to permit proper evaluation. In addition, they must be properly identified as to their intended use. Any options or variations must be clearly noted.

D. Schedule:

Prior to the commencement of the installation work, the successful Contractor shall submit an outline of the proposed schedule and requirements for approval.

1.05 INSTRUCTION:

A. Instruction Submissions:

- 1. Upon completion of the work, the successful Contractor shall submit three (3) copies of a detailed Operating and Maintenance Manual including as-built shop drawings, equipment descriptions, and parts lists.**
- 2. The successful Contractor shall go through the manual with personnel designated by the owner to demonstrate and explain the maintenance and operation of the systems.**

B. Signage:

- 1. Signage with basic operating instructions and warnings shall be posted in the area where the equipment will be operated. Signage will be in conformance with ANSI-Z535.**

1.06 WARRANTY:

- A. Manufacturer's standard warranty will be required in writing at the time of delivery and complete installation.
- B. The successful Contractor shall enforce the manufacturer's warranty that will offer a guarantee against defects in materials or workmanship starting from the date of acceptance of equipment by the Owner's representative. The guarantee shall not cover damage(s) due to normal wear and tear, natural disaster, neglect, or improper use of equipment. Any required maintenance or replacement shall be provided by the successful Contractor within thirty (30) days of notification by the Owner except for safety related items, which shall be corrected within forty-eight (48) hours of notification. Subsequent to the expiration of the guarantee period the successful Contractor agrees to furnish repair and maintenance service, at the Owner's expense, within thirty (30) days of request for such service.

Part 2. PRODUCTS

2.01 FIXTURES:

- A. 1200 Watt high performance luminaire with two (2) rotating gobo wheels, full CMY color mixing, effect wheel and a combined color and gobo wheel. Fixture shall be The MAC 2000 Profile II by Martin Professional or equal (Quantity of two (2)).
- B. Offerors that will be submitting and equal to The MAC 2000 Profile II by Martin Professional must provide documents proving that the equal meets or exceeds the specifications and details including all features.
 - 1. The fixture shall feature:
 - a. 1200 W short arc discharge lamp
 - b. CMY color mixing system
 - c. Combined 7 position color/gobo wheel plus open
 - d. Variable CTC
 - e. Motorized zoom and focus
 - f. Mechanical dimming
 - g. Optional beam expander
 - h. 2 x 5 Indexable rotating gobos plus open
 - i. Variable frost, 3-facet prism
 - j. Motorized iris
 - k. Strobe effect 2 – 10 Hz, pulse effects, instant open and

blackout

- l. Pan and tilt range of 540 °/267°**
- m. Variable fan control for quieter operation.**
- n. Modular design for easy maintenance and servicing**

2. Physical:

- a. Length: 408 mm (16.1 in.)
Width: 490 mm (19.3 in.)
Height: 743 mm (29.3 in.)
Head Straight Up Weight: 38 kg (83.8 lbs.)
Electronic Ballast Model Weight: 45 kg (99.2 lbs.)**

3. Lamp:

- a. Type: 1200 W short-arc discharge**
- b. Fitted as standard: Phillips MSR 1200 SA/DE Gold**
- c. Color temperature: 6000 KCRI (Color rendering index): >85**
- d. Average lifetime: 750 hours**
- e. Hot restrike: Yes on electric ballast models**
- f. Socket: Double-ended SFc 10-4 with key**
- g. Ballast: Electronic (on E models) or magnetic**
- h. Approved alternative lamp(s): Osram HTI 1200 D7/60 SharXS**

- B. 575 Watt high performance luminaire with two (2) rotating gobo wheels, full CMY color mixing, effect wheel and a combined color and gobo wheel. Fixture shall be The Design Spot 575E by Elation Professional or equal (Quantity of four (4)).**

Offerors that will be submitting and equal to The Design Spot 575E by Elation Professional must provide documents proving that the equal meets or exceeds the specifications and details including all features.

- 1. The fixture shall be an intelligent moving head spot and wash in one featuring full color mixing with CMY flag system plus a color wheel with eight (8) static dichroic color filters and two (2) gobo (one (1) with six (6) rotating/indexing gobos and another with six (6) static gobos with continuous, variable speed of**

each wheel scrolling in both directions). Additional features shall include variable fronts, rotating 3-facet prism, iris, zoom, focus, dimmer, shutter and animation effect wheel. The unit shall be constructed in black casing and will be powered by Philips MSR 575/SA2DE discharge lamp providing up to 1,000 hours estimated lamp life. The unit shall be rated at IP20, and thereby be used for indoor applications only. Fixture will operate from a use selectable 98 – 240v AC via the internal electronic power supply. Control data input shall be via 3 pin or 5 pin DMX data first in and out connections. This unit shall provide a unique omega clamp mounting bracket assembly that integrates the hanging yoke as well as the safety cable rigging point in one (1) and include 2 x ¼ turn Omega clamps.

C. There shall be three (3) custom glass gobos, design to be determined, for university logo and three (3) duplicate glass gobos.

1. Each fixture shall be fitted with one (1) custom glass gobo.

2.02 CONTROL:

A. SCENESTATION

1. The SceneStation shall provide for Architectural Interface for Automated Lighting System and Arena Shutter System as well as:

a. Five (5) programmable pushbuttons including:

1) Indicator Color

2) Fade Time

3) Follow Time

4) Loop To

5) Repeat Count

6) 1-512 Values

b. Console Backup

1) In the event of lost signal from the control console, the SceneStation will take over control of the Lighting System

c. Sixty-four (64) Scene Memory

d. SceneStation IR Remote for programming

B. LIGHTING CONSOLE AND ACCESSORIES

1. General

- a. **The lighting control console shall be a microprocessor-based system specifically designed to provide complete control of stage, studio, and entertainment lighting systems. The console shall be the Ion as manufactured by Electronic Theatre Controls, Inc. or equal.**

Offerors that will be submitting an equal to the Ion as manufactured by Electronic Theatre Controls, Inc. must provide documents proving that the equal meets or exceeds the specifications and details including all features.

- b. **The control system shall be Net3 and ETCNet 2 native, with both protocols output simultaneously over the network. The system shall also be able to control third party ACN devices directly. The system shall provide control of 1024 outputs/channels, 1536 outputs/channels or 2048 outputs/channels.**
- c. **A maximum of 10,000 cues, 999 cue lists, 1,000 groups, 1,000 presets, 4 x 1,000 palettes (Intensity, Focus, Color and Beam), 1,000 effects, 1,000 macros and 100 curves may be contained in non-volatile electronic memory and stored to an onboard hard disk or to any USB storage device.**
- d. **The console may be placed in Tracking or Cue Only mode by the user as a system default and overridden on individual record actions as required.**
- e. **A Master Playback fader pair and dedicated Grand Master/Blackout shall be provided.**
- f. **Up to six (6) USB fader wings may be connected to the console, for a maximum of 300 submasters and/or 200 playback faders. USB fader wings may be rigidly connected to the main console to provide a “single connected unit” with no external cables required. The wings also may be connected via USB cables and used “on the side”.**
- g. **A high-resolution level wheel shall be provided to control intensity for selected channels and scrolling within selected displays. Four (4) page-able high-resolution encoders shall be provided for control of other non-intensity parameters. Non-intensity parameters shall be controllable via the encoders or keypad controls, without need of an external pointing device.**
- h. **Rotary encoders for non-intensity parameters shall be labeled by means of an integral LCD display mounted above or below the encoders on the main console. The display shall show the currently loaded functions of the encoders based on the current selections. Systems using encoders with no LCD labeling shall not be acceptable.**
- i. **Control and programming features for automated fixtures shall also**

include: a standard library of fixture profiles, the ability to copy and edit existing profiles and create new profiles, patch displays including channel and output addressing, 16-bit fade resolution, color characterization allowing color mixing and storing in Hue and Saturation or native device values.

- j. System information, including playback status, live output and blind values for all record targets shall be displayed on a maximum of two (2) external high resolution DVI monitors, or one (1) SVGA monitor, which may also be touch-screen(s). Only one (1) display shall be required for operation.**
- k. The system shall direct user input through on-screen dynamic prompts and integral LEDs on console keys indicating current operation mode. A context sensitive on-line Help feature shall explain and provide an example of the operation of each feature of the system.**
- l. An optional, fully-functional, detachable alphanumeric keyboard shall be provided. The keyboard shall allow labeling of channels, cues, presets, groups, palettes, effects, macros, curves and the show. An integral electronic keyboard shall be provided.**
- m. A row of softkeys shall be provided, which change function based on the selection and context of the console. These softkeys shall be labeled via an adjacent LCD display that shows their current functions at all times. Systems using softkeys with no LCD display shall not be acceptable.**
- n. Console software upgrades shall be made by the user via a USB port; changing internal components shall not be required.**
- o. The console operating software shall be loaded into program execution memory from the internal hard drive when the console is powered. In the event of an uncontrolled shutdown, the console shall return to its last output state when power is restored.**
- p. Show data may be created and modified on a personal computer, using either Windows XP or Vista operating systems, using a free offline editing application. The offline editor may also run natively on Macintosh platforms using OS X.**
- q. A PC, using either Windows XP or Vista running a client software application shall be able to connect to a control system via the network and view or modify current show data in an independent display environment. Additional devices on the network shall also be able to act as clients to the main console.**
- r. Synchronized backup shall be provided via another full console on the network or by use of a remote processor unit. The backup unit (either full console or rack mounted Remote Process Unit (RPU) shall**

maintain synchronized playback with the master and shall take over control of the lighting system upon loss of communication with the master. Use of two (2) RPU's to service and backup system output is also supported. Systems that do not offer this kind of instant backup from multiple sources shall not be acceptable.

- s. A maximum of four (4) users may access and interact with show data simultaneously. Each user shall have an individual workspace and channel partitioning shall be supported.**
- t. The system shall allow remote control from external devices as follows: Client software running on a PC connected to the network, a remote video interface with keyboard, a purpose-built wireless remote focus unit (Radio Focus Remote). Universal fader wings may be attached to any of these devices for local fader control. Systems without these remote control devices shall not be acceptable.**
- u. The system shall support a Telephone remote control that allows basic functions to be controlled from a standard wireless phone producing touch-tone signals. this allows the use of a standard telephone for a low cost remote control. Systems that do not allow this function shall not be acceptable.**
- v. The system shall support up to sixteen (16) individual Time Code Event lists.**

2. Controls and Playbacks

a. Manual Control and Programming Section

- 1) The console keyboard shall be grouped by function. Major groupings shall be record target functions, numeric keys, level assignment functions, display navigation functions and controls.**
- 2) Non-intensity parameters may be set numerically or via the encoders. This control shall be fully interactive. In either case the current parameter value shall be displayed on the console monitor and simultaneously on the console LCD display. Systems using only a local LCD or only a video monitor shall not be acceptable.**
- 3) Only those parameters available for control in the active lighting system shall be displayed for control.**
- 4) Lamp controls provide direct access to luminaire functions such as striking and dousing arc lamps and calibrating entire fixtures or individual mechanisms of fixtures, as provided by the luminaire manufacturer. User access to these features is normalized across all manufacturers for ease of use. Use of a**

“control channel” for accessing these functions shall not be required and systems requiring use of a control channel shall not be acceptable.

- 5) Fixtures with CMY or RBG color mixing may be set with direct CMY or RBG controls, as well as the Hue and Saturation encoders and/or color picker. Color may also be set directly to a gel match, normalized to 3200K**

b. Playback Station

- 1) The master fader shall consist of a 60mm Master Fader pair with associated Load, Go and Stop/Back buttons. Additional playback faders may be configured via the virtual fader module or on the Universal Fader Wings.**
- 2) It shall be possible to instantaneously halt an active cue, back to the previous cue, manually override the intensity fade or manually override the entire fade.**

c. Fader Wings (Optional)

- 1) Submaster and fader support shall be provided via optional fader wings. These wings are available in 1x20, 2x10 and 2x20 configurations. Up to six (6) of these wings may be connected to the desk via internal or external USB. Via paging, access is provided to all 300 faders, regardless of the number of physical wings attached.**
- 2) The 2x10 and 2x20 fader wings shall include a full length LCD for labeling and identification functions. Each fader shall have two (2) associated hard buttons for various operations. Systems without a local display or fewer than two (2) buttons per fader shall not be acceptable.**
- 3) Up to 300 proportional, fully overlapping additive or inhibitive submasters may be defined. Submasters shall have colored LEDs to indicate submaster status. Each submaster may have fade up, dwell and down fade times. Each has a bump and assert/channel select button. Submasters may be set to independent, exclusive and proportional/intensity master control.**
- 4) The submaster blind buffer shall be linked directly to live playback allowing live editing of live submaster content via the command line.**
- 5) It shall be possible to set submaster values directly from the command line.**

- 6) **Up to 200 cue lists may be active concurrently.**
- 7) **Virtual controls for submasters and playback faders shall also be provided.**

d. Grand Master

- 1) **A dedicated grand master and blackout button are provided.**
- 2) **The grand master shall proportionally fade intensity values to zero. Blackout shall send all intensity outputs to zero. Non-intensity outputs shall not be affected. No additional configuration shall be required to withhold non-intensity values from Grand Master and Blackout control.**

3. Display Controls

- a. **Format shall change the view of selected displays.**
- b. **It shall be possible for the user to choose which parameter categories or parameters he/she wishes to display.**
- c. **Flexichannel shall change which channels are viewed in selected displays, based on a variety of different criteria.**
- d. **Expand shall extend the selected view sequentially across connected displays.**
- e. **Time shall display discrete timing data**
- f. **Data shall display absolute values of reference data.**

4. Operating Modes

- a. **Live mode**
 - 1) **Channel lists may be constructed using the +, - and Thru keys.**
 - 2) **Levels may be set with the keypad, level wheel and non-intensity encoders. "Selected" channels shall be those last addressed and under keypad control.**
 - 3) **Sneak shall be used to restore specified channels to background states, default values, or to send them to specified values, in user specified or default times.**
 - 4) **Selected channels may be set at a level or held to current values while all other channels are set to zero using Rem Dim. Toggling Rem Dim shall restore all unselected channels to**

original levels. The Rem Dim level shall be user definable.

- 5) **Channels may be recorded into groups for fast recall of commonly used channels. 1,000 groups shall be available. Groups shall store selection order. The Offset function supports rapid creation of ordered groups, including reverse and random order.**
- 6) **Parameter settings may be stored to Intensity, Focus, Color and Beam Palettes and to Presets. All referenced data may be stored to whole numbers or to up to 99 decimal places between each whole number. It shall be possible to store 1,000 presets and 1,000 of each palette type.**
- 7) **Any collection of channel data, as determined by the use of “Record”, Record Only, selective store commands and/or parameter filters may be stored to palettes (as appropriate to the type) and presets.**
- 8) **The following conditions may be placed on a channel or channel parameter to be included with a cue record action.**
 - a. **Discrete fad time and/or delay**
 - b. **Block Flag**
 - c. **Assert Flag**
 - d. **Note**
- 9) **Cues may be recorded in any order. Up to 99 decimal cues may be inserted between any two (2) whole number cues. Each cue may contain a maximum of twenty (20) parts. Parameters may be automatically assigned to specific parts or assigned when the part is created.**
- 10) **It shall be possible to record cues and cue parts with the following information:**
 - a. **Any collection of channel data, as determined by the use of “Record”, Record Only: or selective store commands, combined with parameter filters.**
 - b. **Cue Level timing and delays for Intensity Up, Intensity Down, Focus, Color and Beam.**
 - c. **Follow or hand time**
 - d. **Link instruction**

- e. **Loop value**
 - f. **Block, Assert, Allfade, Preheat and/or Mark Flag**
 - g. **Curve**
 - h. **Label and note**
 - i. **Execute list to trigger other activity**
11. **Non-intensity channel parameters may be marked (preset), in two (2) ways. Automark presets any parameters in transitions in the cue just prior to intensity becoming active. Automark may be disable on a cue or cue part basis, enabling a “live” move. Alternatively, non-intensity parameters may be marked to a specific cue with a single command instruction. It shall not be necessary to store these parameters directly into the cue in which the movement is to occur.**
 12. **Any channel parameter may be stored with an effect instruction. These effects may contain relative offsets from current value, or absolute instructions. Effects may be progressive action or on/off states. Entry and exit behaviors shall modify the channel parameters activity when beginning and ending the effect.**
 13. **Update may be used to selectively add modified parameter data quickly to that parameter’s current source. It shall be possible to update inactive record targets. It shall also be possible to update back to the current source of the move instruction without specifying that cue via Trace.**
 14. **Recall From quickly pulls specified data from record targets into the current view.**
 15. **Copy To quickly copies selected data to specified record targets.**
 16. **Address and channel check functions shall be provided.**
 17. **Channel parameters may be “parked” at levels. Output addresses may also be parted directly. Parked levels shall not be added to any live record operations, nor may they be changed until the parked element is “unparked”. Address park shall also be provided.**
 18. **About shall provide detailed status of selected channels or specified record targets, including utilization information. About shall also access lamp control functions to calibrate devices, strike and douse arc sources. Us of a luminaire control channel for these functions shall not be acceptable.**

19. **Live data may be displayed in a summary view or detailed table orientation.**
 20. **Undo shall be used to sequentially step back through manual operations, record, update and delete actions. Redo functions shall be provided. Multiple undo commands may be executed at once.**
 21. **Home shall set selected channels non-intensity parameters to their default values. User definable home, on a per channel basis, shall be provided.**
 22. **Move shall allow all show data to be moved from one (1) record target to another.**
 23. **Highlight and Lowlight shall be provided. presets may be written to modify default values on a per channel basis.**
- b. Blind**
1. **The Blind display allows viewing and modification of all record targets without affecting stage levels.**
 2. **Record target data may be displayed in a summary view, a detailed table orientation or a spreadsheet view, which allows quick data comparisons, move and replace with functions.**
 3. **Changes made in blind displays shall be automatically stored.**
 4. **Blind editing shall be possible for all record targets.**
 5. **Selection of what parameter data to view for blind editing shall be user configurable.**
- c. Patch Display**
1. **Patch shall be used to display and modify the system control channels with their associated library data.**
 2. **Each channel may be provided with a proportional patch level, preheat, curve, label, swap and invert functions.**
 3. **Offset functions in patch shall allow selection of channel ranges and shall allow the user to establish a “custom” footprint for any device output.**
 4. **Custom color wheels, color scrolls and gobo wheels shall be defined in patch. These devices shall be created with a simple table and graphical user interface supported by images of major**

manufacturers.

5. Copy to and Move functions shall be supported in patch.

d. Setup/Browser

1. Setup shall access system, show and desk configurations.

2. The browser shall access show data storage, import, export, print to .pdf and clear functions, as well as show data utilities.

5. Interface Options

a. The console shall support a variety of local interfaces.

1. AC input

2. USB (five (5) ports for connecting devices such as Alphanumeric keyboard, mouse, touch screens, USB Flash drive, fader wings, etc.). The desk shall provide four (4) ports on the rear of the console and one (1) on the control service itself.

3. Ethernet (one (1) port) 802.3af compliant.

4. One (1) Dual DVI video output connector, supporting a maximum of two (2) DVI monitors at 1280 x 1024 minimum.

5. One (1) VGA output connector.

6. Up to six (6) fader wings may be attached to the main console via internal or external USB connections. Systems that do not allow the addition of fader wings shall not be acceptable.

6. Accessories

a. Net3 Radio Focus Remote

b. Net3 Remote Video Interface

c. 1 x 20, 2 x 10 and 2 x 20 Universal Fader Wings

d. Net3 Gateways

1. Net3/ETCNet w to DMX/RDM Gateways (One (1) to four (4) ports)

2. MIDI/SMPTE Gateways

3. **I/O Gateway with twelve (12) analog inputs, twelve (12) SPDT contact outputs, Rd232 interface**

e. **Ion Client Software Kit**

7. **Synchronized Backup**

- a. **An optional Backup system shall consist of one (1) of the following combinations of devices:**

1. **Two (2) networked consoles**
2. **One (1) (or more) console with one (1) Remote Processor Unit (RPU)**
3. **One (1) (or more) console with two (2) Remote Processor Units (RPUs)**

8. **Physical**

- a. **All operator controls and console electronics for a standard system shall be housed in a single desktop console, not to exceed 19" wide, 19" deep, 5.5" high, weighing 20 pounds. Consoles that will not fit in a 19" rack shall not be acceptable.**
- b. **Console power shall be 95 240V AC at 50 or 60Hz, supplied via a detachable power cord.**

C. **INSTALLATION REPEATER**

1. **A DMX512 opto-splitter shall be employed to permit star wiring of DMX outputs and to isolate DMX control devices from electrical faults downstream.**
2. **Up to four (4) DMX output lines can be fed from a single enclosure. No processing of the input signal is permitted to ensure the highest reliability.**
3. **DMX signal splitting shall be provided using 4-output DIN rail mounted modules for easy expansion and/or servicing.**
4. **The system shall be capable of repeating simplex protocols other than DMX512, provided they meet the electrical requirements of EIA-RS422 or RS485.**
5. **The low voltage power supply shall be a field replaceable wide range input (100-240V, 50/60Hz) UL listed switching power supply.**
6. **There shall be 2500-volt electrical isolation between all input and output sections.**

7. The input and each output shall be capable of withstanding the continuous application of up to 250V without damage to internal components.
8. Input and output protection shall be of the self-resetting type, rated for 250 V. Replaceable fuses are not acceptable.
9. Connectors shall be two-part screw terminal strips for inputs, outputs and power.
10. A direct DMX thru connection shall be provided. Isolated DMX thru connections are not acceptable for the level of reliability required in a performance environment.
11. A DMX termination switch shall be provided.
12. An LED shall be provided to indicate the presence of DMX at the input of the opto-splitter.
13. An LED shall be at each output of the opto-splitter to indicate the presence of DMX.
14. An LED shall be provided to indicate the unit is energized.
15. There shall be no power switch to reduce the likelihood of the unit being shut off in error.
16. The opto-splitter shall be ESTA DMX512-A compliant.
17. A barrier shall be provided to separate the high voltage and low voltage sections of the panel.
18. Enclosures shall be intended for surface wall mounting.
19. Enclosures shall be constructed from 18 gauge (.050") steel, finished in black textured powder epoxy.
20. Dimensions shall be (4807/4808) 10.25 x 13.25 x 4.5 in. (260 x 335 x 120 mm) OR (4809/4810) 10.25 x 23.25 x 4.5 in. (260 x 509 x 120 mm).
21. Provide a complete Pathway eDIN Installation Repeater DMX distribution system as detailed.

2.03 RIGGING

A. Standards

1. Materials shall conform to the following ASTM and ANSI standards specifications:

- a. **A-36 - Specification for structural steel**
- b. **A-47 - Specification for malleable iron casting**
- c. **A-48 - Specification for gray iron casting**
- d. **A-120 - Specification for black and hot-dipped zinc-coated (galvanized) steel pipe for ordinary use**
- e. **B18.2.1&2 - Specification for square and hex bolts and nuts**

2. In order to establish minimum standards of safety, the following factors shall be used:

- a. **Chains, cables
Threaded rod and fittings** **8:1 Safety Factor**
- b. **Cable bending ratio** **Sheave tread diameter is 26 times cable diameter**
- c. **Maximum fleet angle** **1-1/2 degrees**
- d. **Steel** **1/5 of yield**
- e. **Bearings** **Two (2) times required load at full speed for 2,000 hours**
- f. **Bolts** **Minimum SAE J429 Grade 5 (ISO R898 Class 8.8), Zinc Plated**
- g. **Motors** **1.0 Service Factor**
- h. **Gearboxes** **1.25 Mechanical Strength Service Factor**

3. Materials:

All materials used in this project shall be new, unused and of the latest design. Re-furbished and obsolete materials are not permitted.

4. All pipe used shall be steel 1-1/2" (I.D.) Schedule 40 Pipe (1.9" O.D.)

- a. **Pipe shall either be one (1) piece or, if sectioned, joined by an inner sleeve that has been affixed by weld, through-bolt, or other approved fashion.**

5. Trussing system to be 8' Inside Diameter (10' Outside Diameter) custom

circular trussing system.

2.04 INSTALLATION

A. GENERAL

1. The Contractor shall be responsible for responsible for storage of automated equipment, tools, and equipment during the period of the installation.

2. Extent:

All specified equipment shall be installed by fully trained superintendents and workmen. Equipment shall be installed in a workman like manner, per plans and specifications. Equipment shall be aligned, adjusted, and trimmed for the most efficient operation, the greatest safety and for the best visual appearance.

3. Standards:

Installation practices shall be in accordance with OSHA Safety and Health Standards and all local codes. All welding must be performed in full compliance with the latest edition of the Structural Welding Code (ANSI/AWS D1.1).

4. Attachments:

All equipment shall be securely attached to the building structure.

5. The Contractor shall be responsible for any and all clean up, including the removal of packing materials, etc. and the protection of surfaces or equipment provided by other contractors. In addition, it shall be the successful Contractor's responsibility to dispose of all wrapping, cratings, and other disposal materials pertaining to this contract at the end of each working day and upon completion of installation.

B. INSTALLATION

1. Installation and delivery of Automated Fixtures

a. Quantities are as specified in the Bill of Materials List

b. Offeror's bidding on an equal must provide a separate detailed Bill of Materials List and this list must be submitted with offer.

2. Installation, delivery and termination of control infrastructure.

a. Placement of low-voltage wiring and conduit for automated lighting system AND arena shutter system.

- b. **termination of low-voltage wiring by an approved Theatrical Systems Integrator for automated lighting system AND arena shutter system.**
- c. **Installation and delivery of rigging system for automated lighting.**

2.05 LICENSES AND PERMITS

- 1. **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.**

2.06 MATERIALS LIST FOR SPECIFICATIONS PROVIDED

QTY	DESCRIPTION
2 Each	MAC 2000 Performance – 1200 Watt high performance luminaire with two (2) rotating gobo wheels, full CMY color mixing, effect wheel, iris and a combined color and gobo wheel. 230v 50Hz magnetic in dual flight case
4 Each	Designspot 757E – 575 Watt performance luminaire with full CMY color mixing, eight (8) static dichoric color filters and two (2) gobo wheels (one (1) with six (6) rotating/indexing gobos and another with six (6) static gobos with continuous, variable speed of each wheel scrolling in both directions). Additional features shall include variable frost, rotating 3-facet prism, iris, zoom, focus, dimmer, shutter and animation effect wheel
6 Each	Network Cables – 10’ DMX (5 Pin XLR) Cables
3 Each	Custom Gobos – Custom Fabricated 3 Color Gobos (per Winthrop University)
3 Each	Duplicate Gobos – Duplicates of three (3) Custom 3 Color Gobos
1 Each	SceneStation – Architectural push-button station that can recall 64 scenes of loops, chases, and animating sequences.
1 Each	Ion 1000 Control Console – A DMX 512 Control Console offering 1024 channels and fully integrated control of LEDs, conventional and moving lights in a compact, portable package. With optional Fader Wings, multiple cue lists and up to 240 submasters are available
1 Each	2 x 20 Fader Wing – Submaster control for Control Console
2 Each	Touch Screen Monitor – GUI for Control Console
500 Each	Belden 9729 – DMX Transmission Wire, or equivalent
3 Each	DMX Out – Single Gang 18” AFF Receptacle for Low Voltage Data Transmission
1 Each	DMX In – Single Gang 18” AFF Receptacle for Low Voltage Data Transmission
1 Each	Installation Repeater – Installation Isolate/Repeater for Low-Voltage Data Transmission
1 Each	8” Circular Truss System – Support for Automated Fixtures above Scoreboard, Complete with all Necessary Accessories
1 Each	4” Tormenter Pipe – Support for Automated Fixtures mounted to wall opposite West Wall
1 Each	Rigging – Installation of Truss, Tormenter, and Fixtures to Industry Standards
1 Each	Terminations, Commissioning, Training – Terminate Low-Voltage Wiring for Automated Lighting and Integration to Arena Shutter System
10 Hours	Programming – Hours programming to include: Basketball, Commencement, and other events as specified by Winthrop University
1 Each	Low Voltage Installation – Install control wiring to Payne-Sparkman arena lighting

A. General

Bid as specified.

DELIVERY/PERFORMANCE LOCATION - SPECIFIED (JANUARY 2006): After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Winthrop University
Attn: Central Receiving
Facilities Management Operations Center
Rock Hill, S.C. 29733**

Required delivery and installation date must be completed NO LATER than NOVEMBER 1, 2009 after Intent to Award becomes effective and a purchase order is issued for the equipment and installation, however, the University reserves the right to accept an earlier delivery date as mutually agreed upon between the parties. In addition, the facility may be used for athletic practices during this period. It is possible the installation will have to accommodate these practices.

Deliveries shall be F.O.B. Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute deliver to the University. Any claim for loss or damage shall be between the contractor and the carrier.

IV. INFORMATION FOR OFFERORS TO SUBMIT GENERAL (JANUARY 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 Instruction; III Scope of Work; V. Qualifications; VIII. Bidding Schedule /Price Proposal; and any appropriate attachments addressed in section IX. . Attachments to Solicitations.

MINORITY PARTICIPATION (JANUARY 2006)

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes ___ No ___

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

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

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

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- temporary certification
- BA 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/>

OFFSHORE CONTRACTING

OFFSHORE CONTRACTING (JANUARY 2006)

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the fifty (50) States and US territories. Offeror is to include an explanation for the following:

- (a) What type of work is being contract offshore? _____
- (b) What percentage (%) of the total work is being contracted offshore? _____
- (c) What percentage (%) of the total value of the contract is being contracted offshore? _____
- (d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

V. Qualifications:

QUALIFICATION OF OFFEROR (JANUARY 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.

VI. Award Criteria

Award Criteria – bids (JANUARY 2006): Award will be made to the lowest responsible and responsive bidder(s).

Award to One Offerer (JANUARY 2006): Award will be made to one offeror.

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

VII. TERMS AND CONDITIONS

A. General

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

ASSIGNMENT (JANUARY 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JANUARY 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.

CHOICE-OF-LAW (JANUARY 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.

COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.

CONTRACT AMENDMENTS: Amendments to any contract between the agency and the contractor must be reviewed and approved by the Procurement Services Office.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JANUARY 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.

DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006)

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

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

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

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

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

FIXED PRICING REQUIRED (JANUARY 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.

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

INDEMNIFICATION: The state of South Carolina, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

NON-INDEMNIFICATION (JANUARY 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

NOTICE (JANUARY 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.

OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the State pursuant to this contract shall belong exclusively to the State.

PAYMENT (JANUARY 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.

PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by Winthrop University shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The State will consider the contractor to be the sole point of contact with regard to contractual matters.

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

PURCHASE ORDERS (JANUARY 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.

SETOFF (JANUARY 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.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

SUBCONTRACTING: If any part of the work covered by this solicitation is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by Winthrop University. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

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

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

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Procurement Services Office provided a thirty (30) days advance notice in writing is given to the contractor.

Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the State of South Carolina.

Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the State without the required thirty (30) days advance written notice, then the State shall negotiate reasonable termination costs, if applicable.

Cause: Termination by the State for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

Default: In case of default on contractor, the State reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

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

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

WAIVER (JANUARY 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.

B. Special Terms and Conditions

CHANGES (JANUARY 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.

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

DEFAULT (JANUARY 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.

PRICE ADJUSTMENTS (JANUARY 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.


PRICING DATA – AUDIT – INSPECTION (JANUARY 2006) [Clause Included Pursuant to § 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. § 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. § 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 § 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.

TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD (JANUARY 2006):
 The effective date of this contract is the first day of the maximum contract period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expire no than the last date stated on the final statement of award.

VIII. BIDDING SCHEDULE/COST PROPOSAL

Item	Quantity	Unit Of Measure	Description	SC End Product Preference (check if appropriate)	US End Product Preference (check if appropriate)	Unit Price	Extended Price
1.	1	Lot	Total Cost for Materials			\$	\$
2.	1	Lot	Total Cost for Labor, Services and Rigging			\$	\$
			GRAND TOTAL:				\$

IX. Attachments to Solicitation

	<p>STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING</p>	<p>I-312 (Rev. 5/7/04) 3323</p>
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The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. Hiring or Contracting with: _____
 Name: _____
 Address: _____

- Receiving Rentals or Royalties From: _____
 Name: _____
 Address: _____

- Beneficiary of Trusts and Estates: _____
 Name: _____
 Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with
(check the appropriate box):

<input type="checkbox"/> The South Carolina Secretary of State or	
<input type="checkbox"/> The South Carolina Department of Revenue	

Date of Registration: _____

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

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

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

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

(Seal)

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) _____ Date

If Corporate officer state title:	_____

(Name - Please Print)

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

INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00.

However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code 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.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: **<http://www.sctax.org>**

INCOME TAX CREDIT!!

Reference: SC §12-6-3350 – Income Tax Credit for State Contractors Having Subcontracts with MINORITY Firms

Taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a **South Carolina** state contract. The credit is limited to a maximum of \$50,000 annually. A taxpayer is eligible to claim the credit for 10 taxable years beginning with the taxable year in which the credit is first claimed. After the above 10 taxable years, the taxpayer is no longer eligible for the credit regardless of whether or not the taxpayer claimed the credit in a year subsequent to the year in which the credit was first claimed.

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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

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

References: SC §11-35-5010 – Definition for Minority Subcontractor
SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms

The subcontractor must be certified as to the criteria of a “Minority Firm” by the Governor’s Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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

OFFEROR'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

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

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

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

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the heading entitled: foia bidding instructions, submitting confidential information. do not mark your entire bid as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!

Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.

Make sure your bid includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.

Make sure your bid includes the number of copies requested.

Check to ensure your bid includes everything requested!

Check again to ensure your bid includes everything requested!

If you have concerns about the solicitation, do not raise those concerns in your response! After opening, it is too late! If this solicitation includes a pre-bid conference or a question & answer period, raise your questions as a part of that process! Please see bidding instructions and any provisions regarding pre-bid conferences.

This checklist is included only as a reminder to help bidders avoid common mistakes.

Responsiveness will be evaluated against the solicitation, *not* against this checklist.

You do not need to return this checklist with your response.

THIS IS THE END OF THIS DOCUMENT