LANDER UNIVERSITY OFFICE OF PROCUREMENT SERVICES	**Request for Proposal** **Amendment 2** **Questions and Answers**	Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	RFP-SP-569-09-16-2025 *09/26/2025* *Scott Pilgrim* *(864) 388-8698* *spilgrim@lander.edu*

DESCRIPTION: **Campus Signage, Branding Standards Development & Implementation Oversight**

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

SUBMIT OFFER BY (Opening Date/Time): ~~**09/16/2025**~~ ~~**9/30/2025**~~ **10/06/2025 3:00 pm EST**

QUESTIONS MUST BE RECEIVED BY: ~~**09/08/2025**~~ **9/22/2025 5:00 pm** **See "Questions From Offerors" provision**

NUMBER OF COPIES TO BE SUBMITTED: **One Original and three (3) Hardcopies Plus (1) Electronic Copy**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS:	PHYSICAL ADDRESS:
Lander University - Procurement Services 320 Stanley Avenue CPO 6023 Greenwood, S.C. 29649	Lander University - Facilities Operations 204 W Henrietta Ave Building FO 2, Room 212 Greenwood, S.C. 29649
See "Submitting Your Offer" provision	

CONFERENCE TYPE: **Non-mandatory Pre-bid Meeting** DATE & TIME: **9/22/2025 9:00am EST** **As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions**	LOCATION: **Lander University** **Jackson Library, Room JL107** **320 Stanley Avenue** **Greenwood, SC 29649**

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on ~~09/25/2025~~ ~~10/09/202~~ 10/16/2025. The award, this solicitation, and any amendments will be posted at the following web address: http://www.lander.edu/solicitations

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) □ Sole Proprietorship □ Partnership □ Corporation (tax-exempt) □ Corporate entity (not tax-exempt) □ Government entity (federal, state, or local) □ Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	

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

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

COVER PAGE CIO (JAN. 2006)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) _____ Area Code - Number - Extension Facsimile _____ E-mail Address
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders willbe sent) (See "Purchase Orders and "Contract Documents" clauses) ____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

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

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT.*** **VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

PREFERENCES DO NOT APPLY PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(3)]

____ In-State Office Address same as Home Office Address
____ In-State Office Address same as Notice Address (check only one)

End of PAGE TWO

Solicitation Outline

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

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

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

Please refer to the end of this solicitation (page 47) for the Questions and Responses page.

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006):
The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

It is the intention of Lander University to partner with a qualified firm to assist in the development and implementation of comprehensive signage standards for both interior and exterior campus environments, as well as the creation of a cohesive branding and identity strategy. The firm selected will also support procurement and oversee installation to ensure that the final deliverables align with the design intent and meet the institution's requirements.

PERIOD OF PERFORMANCE: Initial term of one (1) year with the option to renew four (4) successive one-year terms.

MAXIMUM CONTRACT PERIOD – ESTIMATED (January 2006):
Start date: **9/25/2025** End date: **9/24/2028**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024) CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.
AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(5)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled “Changes,” if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11- 35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as “Statewide Contract,” either optional or mandatory, the phrase “Using Governmental Unit” means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled “Purchase Orders” and “Statewide Contract.”
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract. [02-2A003-4]

AMENDMENTS TO SOLICITATION (MODIFIED)
(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.lander.edu/solicitations (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number

and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT (FEB 2015)
All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (MAR 2024)
Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004)
By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)
In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH & DOLLARS (JAN 2004)
Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (May 2008)
GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.
(a) By submitting an offer, the offeror certifies that—
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid

solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)
(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-(i) Offeror and/or any of its Principals-(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), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non responsible.(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror

knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)
The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:http://www.scstatehouse.gov/code/statmast.php The South Carolina Regulations are available at: http://www.scstatehouse.gov/coderegs/statmast.php [02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023):
("OCI FAQ for Contractors" is available at www.procurement.sc.gov)
You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.
If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.
The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering
your offer for award. [02-2A047-3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)
Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)
By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015)
Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008) By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAY 2019) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled “Protest-CPO”. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.
(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, *unless otherwise approved in writing by the Procurement Officer*. All communications must be solely with the Procurement Officer. [R. 19-445.2010]
(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date***. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question**. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

PREFERRED METHOD FOR QUESTIONS IS EMAIL
Email questions to the procurement officer's email address noted above on page one (1) with the solicitation number noted in the subject line. If mailed, envelopes must have the following information noted on the outside of the package: Solicitation number, description and procurement officer. **Questions not addressed as noted above or not received by the due date may not be answered.**

From the issue date of this RFP until a determination is made regarding the selection of a supplier, all contacts concerning this RFP must be made through the Procurement Officer. Any violation of this condition is cause for the University to reject a supplier's proposal. If it is later discovered that any violations have occurred, the University may reject any proposal.

REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate commission proposal for each offer, if applicable.
(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible commission to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).
[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first 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 [02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)
According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.
By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during

negotiations), unless the page, or portion thereof, was redacted and conspicuously marked “Trade Secret” or “Confidential” or “Protected,” (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a “Trade Secret” is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words “TRADE SECRET” every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word “PROTECTED” every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “Protected.” By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as “Confidential” or “Trade Secret” or “Protected.” (All references to S.C. Code of Laws.) [02-2A125-3]

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

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, http://dor.sc.gov. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, http://smbcc.sc.gov. [02-2A135-2]

VENDOR REGISTRATION MANDATORY (MAY 2024): You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Note that your vendor registration submission may take up to 30 days to process due to high numbers of registrants. Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, http://scbos.sc.gov) [02-2A145-2]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004): Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

CONTENTS OF OFFER (RFP) (FEB 2015) (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) The contents of your offer must be divided into two parts, the technical proposal and the business

proposal. Each part should be bound in a single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

DESCRIPTIVE LITERATURE –LABELLING (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

CLARIFICATION (NOV 2007)
Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

ELECTRONIC COPIES –REQUIRED MEDIA AND FORMAT (MAR 2015): In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

DEMONSTRATION REQUIREMENTS The responsive Offerors with a mathematical possibility of being the highest ranked Offeror after the Phase I evaluations **may be** required to give a demonstration of their proposal to clarify or verify the contents and the representations made therein. Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors. The presentation would be made in person or through Skype, Webex, or other online platform. Any travel expenses incurred by the Offeror are the Offeror's sole responsibility. The time allotted per individual Offeror shall not exceed **one and a half (1.5)**. **We will notify Offerors as quickly as possible to schedule specific dates and times.**
(a) The activities of the Offeror should be limited to a demonstration of the solution described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal.

(b) The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the University.

(c) The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposed solution.

(d) The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.

MAIL PICKUP: Lander University gets mail delivery from The US Postal Service once daily around 2:45 p.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. **- ******NOTICE for bids arriving by US Postal Service – consider the bid opening time and the late arrival of mail to Lander.**

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)
In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - MMO ADDRESS (MAR 2024): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us , or (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-2]

III. SCOPE OF WORK / SPECIFICATIONS

Scope of Work for Campus Signage and Branding Standards Development and Implementation Oversight

Overview

Lander University, a public higher education institution in South Carolina, is seeking to partner with a qualified firm to assist in the development and implementation of comprehensive signage standards for both interior and exterior campus environments, as well as the creation of a cohesive branding and identity strategy. The firm selected will also support procurement and oversee installation to ensure that the final deliverables align with the design intent and meet the institution’s requirements.

The selected firm will be required to collaborate closely with the university’s Marketing and Communications Department, as well as the Vice President for Finance and Administration, to develop cohesive and functional signage solutions that serve both campus wayfinding and departmental needs, while promoting a consistent campus identity. Additionally, the firm may be expected to recommend and incorporate other design elements, such as wall art, sculptures, focal pieces, color palettes, and possibly fixture selections, that enhance the overall campus experience, when supporting a design concept.

Objectives

1. Develop campus-wide standards for building signage, exterior wayfinding signage, interior signage, and overall campus branding.

2. Create an organized and systematic approach for departmental signage (e.g., academic departments, offices, etc.) that fits within the broader institutional branding.

3. Recommend additional environmental design elements (e.g., wall art, sculptures, focal pieces, window vinyl, wall coverings, fixtures) that elevate the campus experience and contribute to a cohesive campus identity.

4. Work with key stakeholders (Marketing & Communications, Procurement, VP of Finance and Administration, and other relevant university departments) to ensure that all signage, branding, and environmental design align with institutional goals and identity.

5. Provide recommendations for qualified vendors capable of producing and installing the designed signage solutions.

6. Support the procurement process by assisting with the creation of bidding packages for the production and installation of the signage solutions.

7. Act as the general contractor during the installation phase to ensure the deliverables meet the design intent and are installed according to quality standards and timelines.

8. Ensure that the design solutions are practical, sustainable, and can be easily maintained or replaced as necessary by in-house staff or at a reasonable cost.

9. Ensure all procurement activities and bidding packages comply with South Carolina's procurement code, state contracts, and any other applicable state limitations or guidelines.

Scope of Services

1. **Consultation & Collaboration**

   - Meet with the university's Marketing and Communications Department, Vice President for Finance and Administration, and other relevant stakeholders to define objectives, understand the institution's branding and functional needs, and ensure alignment with the university's overall goals.

   - Review existing signage, wayfinding systems, and branding strategies to identify areas for improvement and design recommendations.

   - Facilitate focus groups, interviews, or surveys with key university stakeholders, including departments and end-users, to gather feedback on the signage needs and user experience.

2. **Design Development**

   - Develop conceptual designs for campus signage, including exterior wayfinding, interior wayfinding, building identification, and departmental signage.

   - Create standardized design guidelines for signage that ensure consistent and cohesive branding throughout campus.

   - Recommend additional environmental design elements that can enhance the campus experience, including but not limited to:

- **Wall Art**: Suggestions for inspirational, educational, or decorative wall art that aligns with the university's identity and enhances the aesthetic appeal of key spaces.
- **Sculpture Displays & Focal Pieces**: Proposals for strategically placed sculptures, art installations, or other focal pieces that contribute to a sense of place and reflect the university's values and identity.
- **Lettering & Typography**: Recommendations for custom lettering, fonts, and typographic treatments for signage, ensuring they align with the university's visual identity while being legible and accessible.
- **Color Palettes**: Design and recommend cohesive color palettes that complement existing campus branding, enhance wayfinding functionality, and ensure aesthetic consistency throughout campus.
- **Window Vinyl**: Design concepts for window graphics or vinyl applications that can enhance branding, provide privacy, or serve functional purposes like wayfinding or space identification.
- **Wall Coverings**: Proposals for innovative and durable wall coverings (e.g., murals, printed graphics, textured surfaces) that enhance both the aesthetic quality and functionality of interior spaces.
- **Fixture Selection**: Recommendations for interior fixtures such as signage mounts, frames, and hardware, as well as exterior fixtures like lighted posts or stands, ensuring both functionality and visual appeal.
- **Interactive and Digital Displays**: Exploration of potential digital signage or interactive installations, such as touchscreens for wayfinding, event displays, or informational kiosks, where applicable.

- Provide multiple iterations of design concepts for review and approval by key stakeholders.
- Ensure that designs are functional, accessible, and compliant with ADA and other relevant regulations.
- Consider the availability and sustainability of materials, ensuring that the designs utilize materials that are durable, cost-effective, and easy to maintain or replace over time.
- Provide designs that can be easily maintained by the university's facilities staff and that minimize long-term repair and replacement costs.
- Ensure that the signage solutions offer a "wow-factor" in terms of aesthetics and functionality, creating a professional, cohesive identity for the university while keeping long-term costs and maintenance needs in mind.

3. **Vendor Recommendations & Procurement Support**

- Recommend qualified vendors for the fabrication and installation of the signage systems based on industry expertise, experience, and capacity.

- Assist the university in preparing bidding documents for the production and installation of signage systems, ensuring that the process adheres to South Carolina's procurement code, applicable state contracts, and any relevant procurement limitations.
- Ensure that bidding packages are structured in a manner that is consistent with state laws, including but not limited to transparency, competitive bidding, and fair pricing.

4. **Procurement Package Development**

- Develop detailed procurement packages that outline the specifications for signage production and installation, ensuring that material choices, design elements, and installation methods reflect both the need for high-quality design and practical, long-term sustainability.
- Prepare a clear and structured timeline for the project, including milestones for design approval, production, and installation.
- Provide detailed project cost estimates based on market research, design specifications, and vendor input.
- Ensure that cost-effective solutions are identified and incorporated into the design to reduce ongoing maintenance costs, while still achieving a high-quality, visually impactful result.
- All procurement activities must comply with South Carolina's procurement rules, including adherence to required processes for state contracts and the limitations of the state's procurement guidelines.

5. **Project Management & Installation Oversight**

- Serve as the project manager or general contractor during the installation phase, ensuring that all signage is installed according to the approved designs and standards.
- Oversee the selected vendors to ensure that work is completed on time, within budget, and meets the institution's expectations for quality.
- Conduct quality control checks at each stage of the installation process and provide written reports to the university.
- Address any issues or discrepancies during the installation process, and work with vendors to ensure resolutions are aligned with the original design intent.
- Provide a final inspection and ensure that all installations are completed to satisfaction.
- Ensure that materials used in the installations are long-lasting and require minimal upkeep, and that designs are adaptable for future repairs or replacements.

6. **Post-Installation Support**

- Provide ongoing support for maintenance and troubleshooting of installed signage systems for an agreed-upon period.

- Develop guidelines for the ongoing maintenance of signage and wayfinding systems to ensure the longevity of the designs and materials.
- Recommend a practical, long-term maintenance strategy that can be easily implemented by the university's facilities team, with minimal reliance on external vendors.

Key Deliverables

- Finalized design concepts and approved standards for signage and branding.
- Detailed procurement packages, including vendor recommendations and project timelines, compliant with South Carolina's procurement code.
- Oversight of installation, ensuring that all work adheres to the design intent and project specifications.
- Final project report, including a summary of design work, vendor performance, and the success of the installation phase.
- Post-installation maintenance plan, including practical strategies for future repairs or replacements.
- Recommendations for additional environmental design elements such as wall art, sculptures, window vinyl, wall coverings, and fixture selections.

Timeline

The project will be expected to proceed in phases with specific milestones for the completion of design, procurement, and installation oversight. The overall timeline is anticipated to span 12–24 months, with specific deadlines to be determined as various projects are developed.

This solicitation is intended to identify a qualified partner for phased signage, branding, and environmental design projects. Actual project scopes and schedules will be developed in partnership with the selected firm following award.

Qualifications & Experience

The firm should have the following qualifications:

- Proven experience in campus signage design, including exterior and interior wayfinding, branding, and identification systems.
- Experience working with higher education institutions or similar large organizations.
- Expertise in environmental design elements such as wall art, sculptures, window graphics, and interactive displays.
- Knowledge of ADA compliance and other regulatory standards for signage.
- A demonstrated ability to work collaboratively with diverse university departments and stakeholders.
- Experience working within the framework of South Carolina's procurement code and state contract requirements.

- Ability to create designs that are not only aesthetically impressive but also sustainable, easy to maintain, and cost-effective in the long term.

Proposal Submission Requirements
Interested firms must submit proposals that include:

- A description of the firm's qualifications and relevant experience.
- Examples of similar campus signage and branding projects completed by the firm, including any environmental design elements such as sculptures, murals, or interactive installations.
- A detailed approach and timeline for meeting project objectives.
- A breakdown of the proposed budget for each phase of the project, including design, procurement, and installation oversight. The use of a hypothetical project or solution can be used to illustrate budget or cost expectations for individual services. Hourly rates for various efforts or positions working on a project would also be acceptable.
- An outline of how the firm plans to address long-term material availability and maintenance needs, ensuring that designs can be easily repaired or replaced in the future.
- A statement confirming the firm's understanding of South Carolina procurement code, state contracts, and limitations, as well as how they will ensure compliance during the bidding and procurement processes. If such experience does not exists, the statement can be redirected to agreeing to work with campus procurement staff to generate compliant solicitations.

To support cost evaluation, vendors will be asked to submit both a standard hourly rate table and a response to a defined hypothetical scenario. These tools will assist in evaluating cost structure consistently across proposals.

Evaluation Criteria
Proposals will be evaluated based on the following criteria:

- Relevant experience and expertise of the firm.
- The quality of the proposed design approach, including the integration of environmental design elements.
- The firm's ability to manage procurement and installation effectively.
- The proposed approach to ensuring long-term material sustainability and ease of maintenance.
- Cost-effectiveness and value for money.
- Proposed timeline and ability to meet project deadlines.

Lander University will own all data associated with this effort, including user information and log data. Respondent may not use data in any way other than to serve Lander.

<u>Experience and Statements of Qualifications</u>

Experience
Proposers shall provide three (3) client examples of services as defined in this RFP. Provide scope of work, contract value and Proposer's project manager.

References
Proposers are required to provide at least three (3) references for whom you have provided services to as requested in this RFP from higher education institutions. Please include contact persons' names, mailing addresses, telephone numbers and email addresses.

W-9 Form
A current IRS W-9 Form must be completed, signed and submitted with your proposal.

Fee/Cost Proposal
With respect to the requirements outlined in the scope of work section of this RFP, please complete a breakdown schedule of all fees and cost that will be applicable in order to perform all services listed under the Scope of Work of this RFP and any other services offered under this requirement. Lander will not pay nor reimburse any travel, hotel costs, parking, presentation reproduction costs, etc. to the awarded vendor.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015): You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (APR 2024):
Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No
If so, please list the certifying governmental entity:_____
Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?_____
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? [] Yes [ ] No
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
[ ] Traditional minority
[ ] Traditional minority, but female [ ] Women (Caucasian females)
[ ] Hispanic minorities
[ ] DOT referral (Traditional minority) [ ] DOT referral (Caucasian female) [ ] Temporary certification

[ ] SBA 8 (a) certification referral
[ ] Other minorities (Native American, Asian, etc.)
(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)
The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: http://smbcc.sc.gov (.)
[04-4015-4]

PROPOSAL CONTENTS: To be considered for award, all proposals should include, as a minimum, the following information. All information should be presented in the order listed.

- A Submittal Letter: Clearly identifying the following information and be signed by an individual authorized to sign contracts on behalf of the Offeror.
    1. Full name and address of the organization
    2. Date established
    3. Ownership (public company, partnership, subsidiary, parent company)
    4. Primary business
    5. Name and position of the person who will have ultimate responsibility and accountability for this Contract, and act on behalf of the Offeror
    6. The email address to send all notices relative to a contract and the name of the individual to whom notices should be addressed
    7. A statement indicating that the Offeror is licensed to do business in South Carolina (include license number) or, that business licensure is not required.
- Responses to all items in Section III.
- Cost Proposal: Lander University is seeking pricing associated with your recommendation that will cover all aspects of the solution you propose.
- References as requested.

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested

information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the University may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA –PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)
Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the University may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the University may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The University may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the University may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

NEGOTIATIONS: The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked Offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked Offerors to such level of ranking as determined by the Procurement Officer.

EVALUATION FACTORS –PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.[06-6065-1]

A. Technical Proposal & Methodology
B. Experience & Qualifications

C. Project Management & Implementation Support
D. Cost Proposal (submit separate from Technical Proposal)
E. Final Presentation/Demonstration

See Appendix A for Proposal Evaluation and Cost Instructions.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)
(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the University shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)
(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT ADMINISTRATION: Questions or problems arising after award of this order shall be directed to Lander University, Procurement Services, 320 Stanley Ave, Greenwood SC 29649. The office of Procurement Services is located in Facilities Operations, 204 W Henrietta Ave, Greenwood, SC.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024): Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your

offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. The terms and conditions of documents (1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect. No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-3]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006): 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. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (MAY 2024): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-2]

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60- 1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 16-13-240, “a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty” of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor’s price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015): Any term or condition is void to the extent it requires the University to indemnify, defend, or pay attorney’s fees to anyone for any reason. [07-7A045-2]

NOTICE (MAY 2024): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient’s device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) ten days after deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer’s address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-2]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023) (a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor’s failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT & INTEREST (FEB 2021): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled “EFT Information.” (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when

applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the

event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS – B. SPECIAL

BANKRUPTCY –GOVERNMENT INFORMATION (FEB 2015)(a) All government information (as defined in the clause herein entitled "Information Security -Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006):(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;(b) method of shipment or packing;(c) place of delivery;(d) description of services to be performed;(e) time of performance (i.e., hours of the day, days of the week, etc.); or,(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such

period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE -GENERAL (FEB 2015)(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.(b) Coverage shall be at least as broad as:(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it. (e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not

the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.[07-7B056-2]

CONTRACTOR'S LIABILITY INSURANCE –INFORMATION SECURITY AND PRIVACY (FEB 2015)[ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any offeror having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.](a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible. (b) Coverage must include claims for:(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;(ii) privacy risks, including (A) failure to properly handle, manage, store, dispose of, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss of, unauthorized access to, or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification -Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)(e) Coverage shall have limits no less than five million ($5,000,000.00) dollars per occurrence and ten million ($10,000,000.00) dollars aggregate.(f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.(i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the State, every applicable Using

Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.(k) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.(l) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

CONTRACTOR PERSONNEL (MODIFIED): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor certifies that its employees, volunteers, and participants are not registered sex offenders and have not been convicted of a felony. The Contractor will be responsible for compliance with Title IX and Title VII of federal civil rights laws while on University property or while conducting associated activities off University property. Failure to comply with the above may result in unilateral and immediate revocation of this contract. The use of all tobacco products is prohibited in or on all University property. Tobacco products include all forms of tobacco and smoke-related products, including but not limited to, cigarettes, cigars, pipes, chewing tobacco, snuff, water pipes (hookahs), bidis, kreteks, smokeless tobacco, electronic cigarettes and other devices allowing for the ingestion, combustion, inhalation or other use of tobacco.

CONTRACTOR'S OBLIGATION –GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT (JAN 2006):(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or(iii) Perform any of the other material provisions of this contract (but see

paragraph (a)(2) of this clause).(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. Optional. Use this clause for clauses with an expected value in excess of $100,000. [An amount should be specified. FYI -$100,000 is the small acquisition threshold for the federal acquisition regulations –Part 13.] For contracts below this threshold, use the Short Version. A "termination for cause," "termination for default," or "Default" clause is NOT essential. Under the common law, parties can terminate a contract without such a clause. Nevertheless, a Default clause does have benefits. (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.[07-7B075-1]

ILLEGAL IMMIGRATION (NOV. 2008) (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your

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

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

INDEMNIFICATION -THIRD PARTY CLAIMS –DISCLOSURE OF INFORMATION (FEB 2015)(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security -Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is

diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INDEMNIFICATION -INTELLECTUAL PROPERTY (JAN 2006): (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

INFORMATION USE AND DISCLOSURE (FEB 2015)Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be

used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.(a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security –Definitions.(b) Legal mandates. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.(c) Flow down. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.(d) Collecting Information. Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.(e) Rights, Disclosure and Use. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.(f) Return. Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).(g) Privacy Policy & Applicable Laws. Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure –Standards.(h) Actions Following Disclosure. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not

(e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper us. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.(i) Survival & Remedy. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

INFORMATION USE AND DISCLOSURE –STANDARDS (FEB 2015)To the extent applicable:(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

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

before commencement of the pertinent performance or as soon thereafter as practicable;(b) by unit prices specified in the Contract or subsequently agreed upon;(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;(d) in such other manner as the parties may mutually agree; or,(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.[07-7B160-1]

PRICING DATA –AUDIT –INSPECTION (JAN 2006): [Clause Included Pursuant to Section 11-35-1830, -2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2)submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.[07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)
(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the

work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.
[07-7B212-1]

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STORAGE OF MATERIALS (JAN 2006): Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation. [07-7B235-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERMINATION FOR CONVENIENCE –INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006): Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State

has breached the contract by exercise of the Termination for Convenience Clause.(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:(i) contract prices for supplies or services accepted under the contract; Comments: (1) The contractual right to terminate for convenience may not be exercised in bad faith. S.C. Code Ann. Section 11-35-30 (requiring good faith in the performance of all contractual obligations). (2) Section 11-35-4310 states "(b) the contract may be terminated and the payment of such damages, if any, as may be provided in the contract, may be awarded." If a contract is terminated by the CPO or Panel, the termination should be effectuated by exercising any termination right granted by contract. (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.[07-7B265-1]

VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL

PRICE PROPOSAL (MODIFIED): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: Please refer to Appendix A.

IX. ATTACHMENTS TO SOLICITATION

- Appendix A
- Vendor Application*
- W-9*
- Open Trade Representation*
- Drug-Free Workplace Certification*

- NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
- OFFEROR'S CHECKLIST (JUN 2007)

*Required to be returned with submission

Appendix A: Proposal Evaluation and Cost Instructions

1 Proposal Evaluation and Award

Proposals will be evaluated based on a two-stage process designed to ensure fairness, transparency, and alignment with Lander University's goals for a high-quality and lasting signage and branding solution.

1.1 Stage 1: Written Proposal Evaluation (90 Points)

Each proposal will be reviewed and scored using the following rubric:

Evaluation Category	Description	Max Points
A. Technical Proposal & Methodology	Clarity, creativity, and relevance of the proposed approach to campus signage and branding, including integration of environmental design elements.	40
B. Experience & Qualifications	Demonstrated success in similar projects, especially in higher education. Portfolio strength, regulatory knowledge (ADA, SC Procurement), and team qualifications.	25
C. Project Management & Implementation Support	Ability to support procurement, manage vendor relationships, and ensure high-quality installation.	15
D. Cost Proposal	Reasonableness and clarity of cost relative to services provided. Firms may illustrate pricing using hourly rates, service categories, or a sample project.	10
E. Final Presentation/Demonstration	Communication, responsiveness, team strength, and alignment with institutional vision presented during live demo.	10

1.2 Stage 2: Finalist Presentations (10 Points)

Top-ranked firms (within 10 points of the highest-scoring proposal) will be invited to give a virtual presentation. These presentations will be scored based on team qualifications, communication of design approach, responsiveness, and alignment with institutional values. Scores from the presentation will be added to Stage 1 for a final composite score.

2 Cost Proposal Instructions

To ensure a fair and consistent evaluation, offerors must submit cost information in two parts:

2.1 Part 1: Hourly Rate Table

Provide hourly rates for the following roles. These will be used for comparison and to guide future contracting:

Title/Role	**Hourly Rate**
Principal Consultant	$_____
Project Manager	$_____
Senior Designer	$_____
Environmental Designer	$_____
Production Coordinator	$_____

Administrative Support	$_____

2.2 Part 2: Hypothetical Scenario – Cost and Effort Estimate

Please provide a cost and time estimate for the following representative scenario:
Scenario A: Mock Academic Building and Main Entrance Signage Plan

3 Cost Scoring Methodology

Cost will be scored using a proportional model:

Score = (Lowest Total Cost / Firm's Total Cost) × 10

This method ensures fairness while allowing evaluation to prioritize qualifications and design capabilities.
Lander University requests vendors to provide a cost and time estimate for completing a signage and branding design plan for a fictional academic building and one main campus entrance area.

Project Scope:
- 1 academic building with:
  - 2 public entrances
  - 3 departments
  - 12 offices and 3 classrooms per department requiring interior signage
  - 2 floors with main corridors on each floor
- 1 adjacent parking lot and main pedestrian path leading to the building
- 1 monument-style sign at a main campus entrance (design only)
- Environmental branding recommendations for the building's main lobby (e.g., wall graphic, color scheme, or focal piece)

Deliverables Included:
- Wayfinding and identification signage plan (exterior and interior)
- Department and room signage standards
- Conceptual branding suggestions for the lobby
- Procurement-ready specifications for signage production
- Estimate of hours for oversight or assistance during bidding (design handoff only)

What to Include in Your Response:
- Estimated hours per role
- Hourly rates and extended costs
- Timeline assumptions
- Total estimated cost for this scope
- Any design assumptions or planning notes used in your estimate

Note: This is not a real project. It is only intended to allow the university to compare cost structures and labor strategies across proposals.

LANDER UNIVERSITY	VENDOR APPLICATION FORM	DO NOT WRITE HERE
THIS IS AN APPLICATION FOR NEW VENDORS OR EXISTING VENDORS TO REQUEST CHANGES TO THE INFORMATION ON FILE		
SECTION 1 – VENDOR NAME/CONTACT		

Company Name or Individual Name (as shown on your income tax return): _____

Address: _____ City: _____ State: ____ Zip Code: _____

Contact Name: _____ Contact Email: _____ Phone: _____

*****Submit your W-9 form with this application*****

SECTION 2 – DBA - If you have a "Doing Business As" name, please include it here. If not applicable, disregard

Doing Business As (DBA) Name: _____

Address: _____ City: _____ State: ____ Zip Code: _____

SECTION 3 – PURCHASE ORDER and REMITTANCE ADDRESS (if different)

Purchase orders should be sent to:	**Remittance (payments) should be sent to:**
Address: _____	Address: _____
City: _____ State: ____ Zip Code: _____	City: _____ State: ____ Zip Code: _____
Email: _____	Email: _____

SECTION 4 – OTHER

South Carolina State Vendor Number: _____

South Carolina Small Business and Minority Business Certification Number: _____ Expiration Date: _____

SECTION 5 – SIGNATURES:

_____
Printed Name of Individual Completing Form

_____ _____
Signature Date

SECTION 6 – TO BE COMPLETED BY THE PROCUREMENT SERVICES OFFICE:

Lander L# _____ New Vendor____ or Existing Vendor Change____

Procurement Keyed by: _____ Date_____

Questions should be directed to the Office of Procurement Services at procurement@lander.edu or 864-388-8276 | Page of

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | – | | – | | | | |

or

Employer identification number
| | – | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	[Not used]

I certify that we will comply with all requirements of Section 44-107-10, ET Seq., relating to the S.C. Drug-Free Workplace Act.

AUTHORIZED SIGNATURE	PRINTED NAME		DATE
COMPANY		STATE VENDOR NO. (IF KNOWN)	
MAILING ADDRESS		SOCIAL SECURITY OR FEDERAL TAX NO.	
CITY	STATE	ZIP CODE	PHONE
EMAIL ADDRESS (Please Provide)			PO#
ACCEPTED BY STATE OF SOUTH CAROLINA AS FOLLOWS:			
BUYER			DATE

MMO NO. 001 (REV 7/01)

I certify that we will comply with all requirements of Section 44-107-10, ET Seq., relating to the S.C. Drug-Free Workplace Act.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
COMPANY	STATE VENDOR NO. (IF KNOWN)	

MAILING ADDRESS			SOCIAL SECURITY OR FEDERAL TAX NO.
CITY	STATE	ZIP CODE	PHONE
EMAIL ADDRESS (Please Provide)			PO#
ACCEPTED BY STATE OF SOUTH CAROLINA AS FOLLOWS:			
BUYER			DATE

MMO NO. 001 (REV 7/01)

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

I-312
(Rev. 6/26/01)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

   _____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
   Name: _____

   Address: _____

   _____ Receiving Rentals or Royalties From:
   Name: _____

   Address: _____

   _____ Beneficiary of Trusts and Estates:
   Name: _____

   Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
   ☐ The South Carolina Secretary of State or
   ☐ The South Carolina Department of Revenue
   Date of Registration: _____

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

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

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

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

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

If Corporate officer state title: _____

_____
(Name - Please Print)

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

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

- DO NOT INCLUDE ANY OFYOUR STANDARD CONTRACT FORMS!

- UNLESS EXPRESSLY REQUIRED,DONOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES

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

- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED,CONFIDENTIAL,OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED:SUBMITTINGCONFIDENTIALINFORMATION.DO NOTMARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL,TRADE SECRET,OR PROTECTED!DO NOTINCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TOBE RELEASED!

- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.MAKE SURE THE COVER PAGE IS SIGNEDBY A PERSON THAT IS AUTHORIZEDTO CONTRACTUALLY BIND YOUR BUSINESS.

- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!

- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION &ANSWER PERIOD, RAISE YOUR QUESTIONSAS A PART OF THAT PROCESS! PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS"AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

  This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response

Responses to Written Questions Received:

1. **Question:** Is there a maximum page count for the submittal, and does this limit include the cover and back page?
   Response: No change. There is no maximum page count for the submittal.

2. **Question:** Does Lander University or state procurement give preference to South Carolina-based firms?
   Response: No change. PREFERENCES DO NOT APPLY PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(3)]

3. **Question:** Will the award notice be posted digitally as well as at the physical address?
   Response: No change. Yes

4. **Question:** The RFP requests an hourly rate sheet and costing for a hypothetical scope. On page 20, it also states: "Please complete a breakdown schedule of all fees and cost to perform all services listed under the Scope of Work." Should firms also provide pricing for the full project, or only hourly rates and the hypothetical scenario?
   Response: No change. The university is interested in the firm's approach to structuring a project and is attempting to gain some sense of how pricing of projects and work performed will be determined.

5. **Question:** Is the University also asking for rebranding to be included in the package or does the scope focus on integrating the exiting brand into the signage design?
   Response: No change. This should focus on integrating the existing brand.

6. **Question:** Will the selected design firm be responsible for managing the full bidding process?
   Response: No change . Refer to the solicitation SCOPE OF WORK / SPECIFICATIONS. The Lander procurement department will be performing the procurements. The selected firm will help to create scope, identify potential vendors, etc.

7. **Question:** Are buildings or spaces requiring specialty signage—such as the library, dining facilities, sports complex, student housing, post office, school shop, and wellness center—included in the scope?
   Response: No change. Refer to the solicitation SCOPE OF WORK / SPECIFICATIONS. Projects will be selected over time based on impact and budget.

8. **Question:** Will the selected firm be responsible for the wayfinding strategy, including naming conventions, signage location plans, and content schedules, or will this be completed in-house?
   Response: No change. Refer to the solicitation SCOPE OF WORK / SPECIFICATIONS. We would like the firm's assistance and expertise here, but the university also plans to be an active participant in the discussion.

9. **Question:** Please elaborate on the anticipated needs for ongoing services. Should the submittal include estimated pricing for this work?
   Response: No change. Refer to the solicitation SCOPE OF WORK / SPECIFICATIONS.

10. **Question:** Does the University have current floor plans, ceiling plans, MEP/electrical plans, interior schedules/plans, site plans, and building elevations in both AutoCAD and PDF formats to share with the selected firm?
    Response: No change. Lander has access to plans in various formats that can be shared with the selected firm.

11. **Question:** Does the University have budgets for design and fabrication/installation?

Response: No change. Yes.

12. **Question:** It is understood that travel expenses and presentation costs are non-reimbursable. Will expenses such as material samples, strike-offs, and signage prototypes be reimbursed?
    Response: No change. Refer to the solicitation SCOPE OF WORK / SPECIFICATIONS.

13. **Question:** We've noted the requirement to register for a South Carolina Vendor Number and have submitted our application. However, we understand that the registration process may take up to 30 days, which extends beyond the RFP submission deadline. In the event that our vendor number is not processed in time, would it be acceptable to submit our proposal with the registration noted as "in progress"?
    Response: No change . Yes, with documentation of request for registration.

14. **Question:** Section III, Scope of Work / Specifications, page 18 states that "Actual project scopes and schedules will be developed in partnership with the selected firm following award", but page 20 requests a schedule of all fees and costs to perform all the services listed. Please confirm that the fees that are required as part of this response should address both the scope as defined in the Scope of Services beginning on page 15 for which we would provide a proposed list of sign types as well as the hypothetical scenario detailed on Page 39, Sections 2.2 and 3.
    Response: No change. Refer to the solicitation language. The pricing requested is for the hypothetical project to help the university gain a sense of what a project could cost, and the approach taken by the firm. It is not to lock in set pricing for all future projects that come from this RFP.

15. **Question:** Section III, page 15 lists examples of possible additional environmental design elements that are yet to be defined. We typically address experiential brand elements such as these during the design exploration with all stakeholders to determine the best solutions. Should we assume that additional fee would be approved to add the elements to the scope once they have been further defined during the Design Development phase?
    Response: No change. Any significant s to the scope of work would be negotiated, approved and executed via formal order.

16. **Question:** Will the existing logo and brand standards be followed, or is the University looking to redesign these as well as the signage?
    Response: No change. Existing brand standards to be followed.

17. **Question:** If a new brand identity is desired, can you provide more information on the scope of work for this effort?
    Response: No change. A new brand identity is not desired.

18. **Question:** When will the details for the hypothetical scenario be provided as referenced in the Proposal Submission Requirements on page 19 :"To support cost evaluation, vendors will be asked to submit both a standard hourly rate table and a response to a defined hypothetical scenario."
    Response: No change. Refer to pg. 40 of the solicitation.

19. **Question:** Can you share the institutional vision and values that will be used for evaluation in reference to Page 39, Sections 1.1 Stage 1: Written Proposal Evaluation, Item E on Page 39, and Section 1.2 Stage 2: Finalist Presentations scoring?
    Response: No. Change. The panelists will be reviewing proposals for creativity, sensibility, versatility, and attempting to understand how past work performed might serve Lander Univeristy. The Univeristy is looking for consistency across campus as project are performed and an elevation of what we currently have. Better signage

around campus that is highly functional but also creates a sense of arrival. Projects that make a visual statement and create identify for various areas of campus. For those that advance to the presentation, we would like to see some of your thoughts about changes you might suggest to the Lander campus specifically, but this is not required for the current proposals as long as your past experiences illustrate well your firms' capabilities, approach and adherence to scope and budget. Ideal proposals will use real case scenarios defining a project or problem to solve and the results of your work and how it addressed the original issue.

20. **Question:** Can you clarify the depth of the branding scope?
    Response: No change. The scope is not to change brand but to help us create identity, wayfinding, and an elevation of our campus outside and within our buildings. The scope is intending for an infusion of current brand where appropriate, but not a reinventing of brand. We also want firms to be aware that our university colors will and should have a place, but it is not our expectation that every project will use our palette as the driving force in design.

21. **Question:** Are you looking for a refresh of the existing brand identity (logo, typography, color palette, messaging) or more of a brand extension into signage and environmental applications?
    Response: No change. Brand extension.

22. **Question:** Will the branding work include brand messaging and narrative development (e.g., vision, values, tone of voice) or will it be focused strictly on the visual identity system?
    Response: No change. There may be opportunities to invite script into the design, expanding our brand, but it is not the focus of this procurement.

23. **Question:** Is there a brand advisory committee or task force that represents different campus groups (students, faculty, alumni), or will approvals be centralized?
    Response: No change. The decisionmakers will be the Vice President for Marketing and Communications along with the Vice President for Finance and Administration. Should other input be sought, we will do so mostly internally. Larger projects may require some presentation or facilitation by the firm to greater audience (i.e. deans, faculty, students, alumni, etc.) but it is expected that this type of interaction will be limited.

24. **Question:** What level of student, faculty, or alumni input is expected in the branding process?
    Response: No change. See question 23.

25. **Question:** Do you already have brand research, surveys, or perception studies (internal or external) that should inform the branding approach?
    Response: No change. No, this is not intended to be part of the scope at this time.

26. **Question:** Has the university conducted any recent competitive benchmarking (peer institutions, regional universities) that should be considered?
    Response: No change. No, our intent is to find ways to differentiate ourselves from our peers and competitors.

27. **Question:** Is the branding scope expected to include templates (PowerPoint, letterhead, digital assets) for Marketing & Communications to use beyond signage?
    Response: No change. No, this is managed in-house with the Marketing and Communications staff.

28. **Question:** When should we expect an addendum regarding answers to submitted questions?
    Response: No change. An amendment will be published after questions received by the deadline have been addressed.

29. **Question:** Based on the RFP, the technical proposal will not have a pricing/fee attached, and will instead focus on the consultant's general approach and methodology for campus signage and branding. Please confirm.
Response: No change. Correct, but please refer to the solicitation language.

30. **Question:** Can you confirm the cost proposal should provide an approach and fee for assessment, design, documentation and construction administration services for the scope described under *Scenario A: Mock Academic Building and Main Entrance SIgnage Plan*?
Response: No change. Refer to the solicitation language. The mock scenario should be priced as how you would structure a proposal or costs you would expect to see in such a project from start to finish. The university is trying to gain an understanding of your project approach as well as your cost approach. The variables provided were done to help create consistency when reviewing proposals.

31. **Question:** Would the Client consider email submissions only, in lieu of print and electronic submissions?
Response: No change. Refer to page one (1) of the solicitation.

32. **Question:** Would the Client consider granting an extension to the submission deadline, so we have adequate time to respond to any addenda?
Response: No change. If Lander determines that an extension is advantageous to the University, it will be formalized in an amendment.

33. **Question:** Does Lander University have the funding yet for this project?
Response: No change. Yes.

34. **Question:** To price Scenario A correctly, can you clarify: If Lander University has a budget in mind for wayfinding and signage design of the mock scenario?
Response: No change. No hypothetical budget is created for the scenario. We will not be evaluating on your ability to stay within budget for the scenario. It is our hope this is illustrated in your past experiences, however, if one is needed to manage scope, firms can use $100,000 as the budget. Those that do not use a budget cap will not be penalized.

35. **Question:** We understand that key stakeholders for this project include the Marketing & Communications, Procurement, VP of Finance and Administration. Can you please give us insight into the approval process for this scope of work: Which group is the final approver?
Response: No change. VP of Finance will have final approval.

36. **Question:** What are the levels for internal review?
Response: No change. N/A

37. **Question:** Has there been a working group established?
Response: No change. N/A

38. **Question:** Will each group (i.e., Marketing & Communications,etc.), need separate meetings?
Response: No change. No.

39. **Question:** Can you elaborate on the other relevant university departments we may be expected to collaborate with?

Response: No change. All interactions will include the centralized team mentioned in previous questions (VPs of Marketing and Finance). Others may be invited, but the constant will remain the two most critical decision makers.

40. **Queston:** Should we anticipate the need to participate in an approval process with local city/public agencies on exterior signage?
Response: No change. No.

41. **Question:** Can you confirm if interior signage and wayfinding scope includes code-required signage?
Response: There will be instances where we need assistance with code compliant signage, particularly with projects that include interior room and building signage for wayfinding, etc.

42. **Question:** Does the campus have a standard naming convention that will be integrated into the signage system?
Response: No change. We do not currently, but we are open to creating one to help establish the consistency and professionalism we are looking for in this relationship.

43. **Question:** As it pertains to the Mock Scenario, can we assume that all designs will be based on existing Lander University brand guidelines?
Response: No change. Yes.

44. **Question:** What is the allocated budget for agency fees vs. production fees?
Response: We will allocate funds to the full projects and will not dictate an allocation percentage or dollar figure for the agency fees versus production fees. We will expect reasonableness of price and overall budget will determine the limitations of each proposed project.

45. **Queston:** In the objectives section, #5 says to "Provide recommendations for qualified vendors capable of producing and installing the designed signage solutions" and #6 says "Support the procurement process by assisting with the creation of bidding packages for the production and installation of the signage solutions". If we have a qualified partner that your team approves of, do we still need to go through the procurement process?
Response: No change. The South Carolina Consolidated Procurement Code will be followed in all respects.

46. **Question:** Can we co-respond to this RFP with a signage production and installation partner already selected?
Response: No change. Award of this solicitation may only be to made to the highest ranked, responsive and responsible offeror.

47. **Question:** What problems/concerns have you identified with the existing signage?
Response: Much of our signage is old, dated looking, faded, off-brand, very inconsistent, and no longer help with wayfinding as departments have moved and buildings constructed. Materials selected do not last or do not provide the level of professionalism or interest we are looking for.

48. **Question:** Are you open to exploring additional visual identity logos/marks?
Response: No change. Yes we are open to suggestions.

49. **Question:** Will questions submitted be answered as they come in or after the 9/8 deadline?
Response: No change. Refer to Question 29.

50. **Question:** Are you open to an out-of-state partner?
Response: No change. Yes, but see question 46.

51. **Question:** In the overview section, what is meant by, "as well as the creation of a cohesive branding and identity strategy."? Is this part of a larger rebranding effort? Or, are there current Lander brand guidelines we should follow to inform the sign and environment design?
Response: No change. There are current Lander brand guidelines that will need to be followed.

52. **Question:** Is the goal a unified campus identity or a flexible system that accommodates departmental variations?
Response: No change. We intend for a flexible system that allows for different department identity with a cohesive feel across campus.

53. **Question:** How many different departmental brands or symbols need to be integrated into the system?
Response: No change. This is not determined yet and will be more of a case-by-case approach as we take on projects. We are not attempting a campus-wide solution to then implement all at once. We hope to create documents along the way that can stand as guidelines for the campus, but we are interested in making changes as we go and possibly appending or amending a guideline or approach document.

54. **Question:** Are there existing site audits, architectural surveys, or signage inventories we could leverage?
Response: No change. No

55. **Question:** Does any journey mapping work exist?
Response: No change. No

56. **Question:** Can you share existing Lander brand guidelines (logos, color palettes, fonts, brand architecture, etc.)?
Response: Brand guidelines may be found at www.lander.edu/brand

57. **Question:** Regarding design development, can you clarify:**Wall art:** are you looking for a tone / mood board with guiding principles? Or, are you looking for the selected partner to source / select art?
Response: No change. Wall art could consist of selecting art pieces or designing vinyl wall clings or wraps. It could be to assist with historic photo selection or professional framing. This could be a wide scope, but the hope is to allow the designer flexibility to make suggestions and work with the campus to create a unique and inviting space.

58. **Question: Sculpture Displays & Focal Pieces:** presume this is existing sculptures / installations - can you confirm?
Response: No change. Some existing, but we could see the incorporation of more timeless sculptures being apart of certain installations to help create iconic locations around campus or opportunities for students, families, or alumni to have a place where they would like their picture taken, etc.

59. **Question: Wall Coverings:** Is there a quantity for wall coverings designs?
Response: No change. Refer to solicitation language. Many locations across campus have bare walls that may lend themselves well to wall coverings. These will be identified and addressed over time.

60. **Fixture Selection:** are you looking for a tone / mood board with guiding principles? Or, are you looking for the partner to source / select all fixtures?
Response: No change. Refer to the solicitation language. More so, we are looking for a partner to help source, to suggest or select fixtures should they be a part of a project we identify. Mood board will help to bring to life the thoughts about a project but we are not looking for a mood board or guiding principle for all projects. We intend certain project will be rather unique and not duplicated across campus while some projects will be created to help establish some level of uniformity and consistency.

61. **Question: Interactive and Digital Displays:**To what degree are you looking for exploration?
Response: No change. We do want to determine best locations and some consistence of delivery here. There is potential for this to be a project and we welcome suggestions for digital sign opportunities with each proposed project. This is currently not our focus, but as the relationship continues, it could become more of a priority.

62. **Question:** Strategic opportunities or conceptual interface designs?
Response: No change. More so conceptual interface design, but strategic opportunities and focusing on broader goals will remain an overarching driver to what we do with this procurement and relationship. We may want help further developing the overall strategy leaning on a firm's expertise, but we are more so interested in completing projects that accomplish our goals for this RFP.

63. **Question:** Do any digital or motion brand guidelines exist today?
Response: No change. Some branding guidelines exist for digital which are maintained within the Marketing and Communications department. They have not been widely distributed.

64. **Question:** When you state, "Ensure that the signage solutions offer a "wow-factor", is the intent to retrofit existing signs or full replacement based on new designs?
Response: No change. The project may include both retrofits, replacements, and new signage as needed.

65. **Question:** As part of the design development, would you consider prototyping certain elements before awarding the final sign fabrication bid?
Response: No change. Yes we would consider this.

66. **Question:** How do you envision sign programming to be managed (literally mapping content to every sign, validating and proofing the content)? What assumptions should be included in our proposal?
Response: No change. Signage will consist of many separate projects. It is likely we will have an early project where we work to replace all way-finding exterior, in-the-ground, signage around campus identifying buildings and providing vehicular direction. We anticipate this will be a full replacement and will rely on the expertise of the firm to help with placement, product design, etc. which could be very different from the currently locations if they do not currently serve wayfinding in the way we would like. This scope would be later defined should this become a project to undertake with the selected firm. The proposal should show examples of a campus or physical location with poor signage and how your firm solved the issues with your project and signage solution.

67. **Question:** Do you have a defined rollout plan to better understand where / how much Project Management & Installation Oversight would be needed over a given period of time.
Response: No change. There is not a defined rollout plan. Our focuses will be exterior building signage, campus exterior wayfinding signage and vehicular directional signage, and creating identity within buildings to elevate and provide cohesion throughout campus building while accenting underwhelming areas of campus (i.e straight hallways without any appeal, etc.). We are also looking for a creative partner to help bring proposed opportunities to us that they feel have a large ROI with enrollment or retention efforts.

68. **Question:** Under the Cost Scoring Methodology for the hypothetical scenario, there is a calculation formula. What is the "Lowest Total Cost" and the "Firm's Total Cost"?
Response: No change. The "Lowest Total Cost" represents the lowest cost of all offers submitted. The "Firm's Total Cost" represents the cost being considered.

69. **Question:** Can you clarify whether the university expects the selected firm to design all signage types (exterior wayfinding, building ID, departmental, ADA-compliant room signage, etc.) at once, or will this be phased by project/building over time?
Response: No change. Refer to the solicitation language.

70. **Question:** The RFP mentions environmental design elements (wall art, sculptures, fixtures, digital displays). Should we budget for design concepts only, or will procurement and installation oversight of these elements also be required?
Response: No change. Refer to solicitation language. It is our expectation that the design firm will also be able to help estimate the likely costs of procuring and installing the solutions they design. We need to know what to expect, cost-wise, with moving a project forward.

71. **Question:** For digital/interactive signage, does Lander already have a preferred software/hardware vendor or content management system, or should we propose options as part of the project process?
Response: No change. Lander does not have one preferred software/hardware vendor or content management system. We currently use Dynasign for our digital signage and announcements, but we are open to others as well.

72. **Question:** Will the university provide a comprehensive campus map and building inventory for us to assess the signage scope, or should part of our scope include producing this baseline documentation?
Response: No change. The institution has campus maps for the firm's use, but they will be used in concert with working with the university team to decide which areas of campus we start with regarding a solution. It is possible the solution would be rolled out, and designed further, over time.

73. **Question:** The RFP lists Marketing & Communications, Finance & Administration, and Procurement as stakeholders. Will there be a formal steering committee established for decision-making, or will approvals come from a single point of contact?
Response: See question 36.

74. **Question:** Does the university anticipate engaging students, faculty, or visitors for user-experience input (focus groups, surveys), or should we propose a process for this?
Response: See question 23.

75. **Question:** The RFP suggests we may act as a general contractor during installation oversight. Can you clarify whether this is meant in a construction manager role (coordination and oversight only) or if the selected firm would be expected to contract directly with fabricators/installers?
Response: No change. Refer to the solicitation language. We are looking for the firm's oversight to ensure the university gets what was intended and what we paid for. It is not likely for the firm to hold the procurement with the fabricators or installers, and we anticipate for most projects, especially larger ones, these will be separate procurements.

76. **Question:** Will the selected firm be responsible for pre-qualifying vendors or will the university maintain a preferred vendor list for signage fabrication and installation?
Response: No change. The selected firm will be responsible for pre-qualifying vendors.

77. **Question:** Are there any specific sustainability or material standards (e.g., LEED, low-VOC, recyclable substrates) the university requires us to follow?

Response: No change. No.

78. **Question:** The cost proposal requests a hypothetical scenario estimate. Will this scenario be used for evaluation purposes only, or should we assume it represents the scale of typical projects on campus?
Response: No change. Refer to solicitation. More so as a depiction of a typical project reflecting the scenario provided.

79. **Question:** Beyond design and oversight fees, will Lander expect us to provide fabrication cost estimates?
Response: No change. Refer to solicitation.

80. **Question:** For post-installation support, what length of service period does the university expect the firm to provide (e.g., 6 months, 1 year)?
Response: No change. Refer to solicitation. The campus will be reasonable, understanding such installations do not last forever. We would, however, like to see on-going support should a solution fail within the first year. Again, this will depend on the scope of a project and the materials used, but commonly, we would like to have the firm help us in seeking a resolve should an installation fail in the first year.

81. **Question:** Who will be responsible for ongoing maintenance—the university's facilities team exclusively, or would you anticipate occasional support from the selected firm?
Response: No change. The university's facilities team will be responsible for maintenance. We do still hope to have a partner we can reach out to for help contacting vendors or even a resource to contact with maintenance or best practice suggestions.

82. **Question:** The RFP requests submission of both paper copies and an electronic copy on CD, DVD, or USB drive. Can you confirm the electronic copies must be on hardware, or can they be emailed?
Response: No change. Hardware. Email submissions will not be accepted.

83. Question: How does the university define the balance between functionality (wayfinding, identification) and branding aesthetics in this project?
Response: No change. Refer to solicitation. Function will outweigh the aesthetic, but we do want to see significant improvements in aesthetics. Budget will drive the level of aesthetic we can afford, but functionality will need to be achieved every time.

84. **Question:** Are there specific peer institutions or examples the university admires and would like to emulate?
Response: No change. No.

85. Question: What is the vision for how environmental design elements (art, sculptures, fixtures) should integrate with the signage system — essential scope or optional enhancements?
Response: No change. Refer to solicitation. This is less of a priority, but we are open to seeing suggestions as we advance through projects. We will also exclude them entirely from some projects, but that will be discussed at the beginning of a proposed project.

86. **Question:** Will the university provide existing brand guidelines, logos, typography, and color palettes as a foundation, or should these be expanded/redeveloped as part of this project?
Response: See question 56.

87. **Question:** Should the scope include a full brand refresh (logo design, messaging, identity toolkit), or is the work limited to applying existing branding within signage and environmental design?
Response: See question 56.

88. Question: Are digital/interactive signage elements expected as part of the baseline deliverables, or should they be treated as optional recommendations?
Response: No change. Refer to solicitation.

89. Question: Does the university want a comprehensive signage master plan (with drawings, specs, standards, and brand application) or primarily the installed signage system with guidelines?
Response: No change. We are not looking for a master plan as we need to remain flexible, but we do hope to create some guidance documents along the way that will help future generations maintain a style should they decide to.

90. **Question:** Who will have final approval authority — Marketing & Communications, Finance & Administration, or a committee?
Response: See question 36.

91. Question: How often should stakeholder engagement occur (weekly check-ins, milestone reviews, or only at key approvals)?
Response: No change. TBD.

92. Question: Will student or faculty input be required formally through surveys/focus groups, or is that left to the firm's discretion?
Response: See question 23.

93. **Question:** Has the university already established a working budget range for this project, or should proposals include a suggested budget framework?
Response: See question 11. The university is open to hearing suggestions on budget, but we will only take on what we feel we can afford and may ask that a project fit within, and be designed to, a particular budget.

94. Question: Will the university provide a list of pre-approved vendors, or is the firm expected to identify all potential vendors independently?
Response: See question 77.

95. Question: Is the firm expected to manage the entire bid process, or only to support procurement in preparing documents?
Response: No change. Refer to solicitation.

96. **Question:** How should the firm structure cost estimates for environmental elements like sculptures or wall art, which may vary greatly in price?
Response: No change. Should these be considered, they should sit below the line on an estimate so they can be incorporated, or the project could move along without their consideration.

97. Question: Does the 12–24 month timeframe apply to both design and installation phases, or only to design with separate timelines for procurement/installation?

Response: No change. TBD. It is possible for design to continue up to the 24 months with the campus then later completing the procurement/installation afterwards.

98. Question: Will signage be implemented in phases (e.g., building clusters, exterior first, then interior), or is the expectation for a single comprehensive rollout?
Response: No change. We will implement in phases.

99. **Question:** Are there fixed deadlines tied to university events (e.g., commencement, campus tours, new building openings) that signage needs to be ready for?
Response: No change. Yes, projects will present that will have fixed deadlines, but the campus will work with the firm on realistic expectations. We currently have a new building under construction where signage has not yet been determined. It is possible this partner would be brought in to assist with this prior to the building opening in Fall of 2026.

100. **Question:** Beyond ADA, are there other specific regulatory or accessibility standards the university prioritizes?
Response: No change. No.

101. **Queston:** Are sustainability certifications (e.g., LEED, WELL) important for material choices and environmental design recommendations?
Response: See question 78. We do not anticipate working towards these certifications for the projects currently in mind.

102. Question: Should long-term maintenance guidelines include staff training sessions, or just written manuals?
Response: No change. It is possible, should an installation be significant enough, that staff training may be necessary. The university is interested in avoiding such complexity but will not rule out the potential need for training and manuals provided. It is very possible that cleaning and maintenance guidelines (or manuals) will be needed to accompany the closure of a project.

103. Question: Is the firm expected to provide digital files and asset libraries for in-house use, or only printed standards?
Response: No change. It is possible this may need to occur, but more likely the designs will remain with the firm and refreshes managed through our created relationship. More simplistic project could lead to a turnover of files so the institution can make our own updates as needed.

104. Question: What is the expected duration of post-installation support (e.g., 6 months, 1 year, multiple years)?
Response: We desire at least 1 year.

105. Question: Should proposals include optional maintenance contracts beyond the initial support period?
Response: No change.

106. Question: What level of ongoing involvement is expected from the firm — troubleshooting/signage repairs, or just advisory support?
Response: No change. Refer to solicitation. Mostly just advisory support.

107. Question: Should the firm create a preventative maintenance plan (schedules for inspection, cleaning, replacement), or only provide general care guidelines?
Response: No change. Refer to solicitation. General care guidelines should suffice, but the scope of the project could dictate a deeper need in this area.

108. Question: Will the facilities team require hands-on training for maintenance and replacement, or only written documentation?
Response: See question 103.

109. Question: Should spare parts, extra materials, or digital design files be included for future replacements?
Response: No change. Refer to solicitation.

110. Question: How does the university envision handling future updates to signage/branding standards — will the selected firm be retained for periodic refreshes, or is the intent for staff to manage independently once guidelines are handed over?
Response: No change. Refer to solicitation language. As long as the procurement is still in place, the expectation is the selected firm remains our partner in these projects and those that need to be revisited. It is likely that most installations could outlast this particular procurement at which time it is possible to secure individual procurement with a vendor under state procurement code to reengage a larger RFP could be reestablished to gain a new multi-year agreement.

111. Question: What level of detail is expected in the ongoing maintenance guidelines (basic cleaning and care instructions, or full inspection and replacement protocols)?
Response: No change. Refer to solicitation.

112. **Questions:** Should the guidelines be delivered as a written manual, interactive digital resource, or both?
Response: No change. Refer to solicitation. We can be flexible with this delivery based on the future project scopes.

113. Question: Does the university expect the firm to create role-based procedures (e.g., step-by-step tasks for facilities staff, oversight checklists for administrators)?
Response: No change. We do not envision this need at this time.

114. Question: Should the strategy include recommended inspection cycles (e.g., quarterly checks for damage, annual replacement reviews)?
Response: No change. Recommended inspection cycles could be needed, but we do not foresee a need for the rest. Again, the depth of the future project scope may warrant deeper considerations as the relationship develops.

115. Question: Is the university open to the firm proposing a tiered maintenance approach (e.g., tasks managed internally vs. tasks requiring vendor involvement)?
Response: No change. Refer to the solicitation.

116. Question: Are there preferred materials or signage types already in use that should guide the ease of repair/replacement strategy?
Response: No change. No preferred materials have been defined, but the university can evaluate proposed materials and begin to preclude those that we feel do not meet our needs or expectations.

117. Question: How important is it for the strategy to include cost forecasting for long-term upkeep and replacement?
Response: No change. This is not very important, but may be necessary for complicated projects or those with significant upkeep. It is not likely we will embark on such complicated projects that produce a lot of additional upkeep.

118. Question: Should the firm recommend a list of pre-approved vendors or suppliers for replacement parts, or should the focus be on enabling the university to self-source?
Response: See question 77.

119. Question: How does the university currently define its brand identity, and are there existing brand guidelines we should align with?
Response: See question 56.

120. **Question:** Are there specific values, traditions, or narratives you want the signage and branding to emphasize?
Response: No change. No.

121. **Question:** Do you envision the signage program having a distinctive "Lander look" (colors, typography, motifs), or should it lean toward more universal higher education standards?
Response: No change. See question 56. We do hope to create a somewhat unique look, but we can lean on some standardization in colors, fonts, etc. to avoid terribly high customization efforts.

122. **Queston:** How does the university envision the firm's role during installation — more of an advisory/oversight capacity, or a hands-on project manager/general contractor role?
Response: No change. Refer to solicitation language. Advisory/oversight capacity

123. **Question:** Who will serve as the primary point of contact on campus for design approvals and day-to-day decisions?
Response: No change. VP of Finance will have final approval.

124. **Question:** Are there key stakeholder groups (students, faculty, trustees, alumni) that must be engaged for input or approval during the process?
Response: See question 23.

125. **Question:** Does the university have existing sustainability standards (materials, energy use, recycling) that signage should comply with?
Response: No change. No.

126. **Question:** How much of the long-term maintenance responsibility will fall to in-house facilities staff versus external vendors?
Response: Long-term responsibilities will be with the facilities staff unless otherwise specified.

127. **Question:** Should our proposal include training or manuals for your facilities team on maintaining/replacing signage?
Response: Proposal do not need to include this level of support documentation

128. **Question:** You confirmed what is in the RFP specific to the submittal requirements- 1 original and 3 copies along w the flash drive. What we wanted to have you confirm is specific to the cost proposal. Did I hear correctly that you would like that information in a separate section or separate envelope so that it can be evaluated independently of the main submittal? If so, should that also be an original a d 3 copies?

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Response: No change. Yes the cost component must be submitted separately and as One original and three (3) Hardcopies Plus (1) Electronic Copy.

129. **Question:** And one clarifying question on the cost scoring methodology. Lowest total cost will be low bid, correct? Then divided by our submittal cost and multiplied by 10 to create our "score" ?
Response: No change. Yes, refer to page 40 of the solicitation.

130. **Question:** There were inquiries at the Pre-Bid Meeting relating to the potential of the offeror being awarded the Campus Signage Development project, also being able to bid on the various procurements that may be born from the design phase.
Response: After a review of our solicitation language and careful consideration of the SC Consolidated Procurement Code, Code of Regulations, and the State's guidance on Conflicts of Interest as found at https://procurement.sc.gov/files/20230515%20OCI%20FAQ%20for%20Contractors%20-%20web%20version.pdf https://procurement.sc.gov/files/20230319%20FINAL%20PGI-for%20publication%20sh.pdf , it is our determination that an offeror awarded a contract pursuant to this solicitation may be precluded from bidding on signage fabrication/installation procurements that result from their own development of design and specifications per the Conflict of Interest clauses in the solicitation language on pages 7 & 25, as well as the aforementioned State Codes and the guidance on Organizational Conflicts of Interest. This should not be interpreted as a discouragement to submit a proposal on this solicitation however Lander wants to make all offerors aware of the potential restriction prior to submission.