

# **State of South Carolina**

**Invitation For Bid** 

Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address: 5400020914 2/4/2021 Andy Champion 843-792-1300

champiow@musc.edu
University Procurement Office
1 South Park Circle
Building 1, Room JB501
Charleston SC 29407

**DESCRIPTION: Fitness Equipment** 

USING GOVERNMENTAL UNIT: Medical University of South Carolina

SUBMIT YOUR	OFFER ON-LINE AT THE FOLLOWING	GURL: http	o://www.procurement.sc.gov	
SUBMIT OFFER	BY (Opening Date/Time): 3/1/2021 (See "I	Deadline For Sul	bmission Of Offer" provision)	
QUESTIONS MU provision)	ST BE RECEIVED BY: 2/19/2021 at 2:0	0 PM EST	to <a href="mailto:champiow@musc.edu">champiow@musc.edu</a> See "Questions From Offerors"	
NUMBER OF CO	PIES TO BE SUBMITTED: See Page 3			
CONFERENCE TYPE: N/A DATE & TIME:			LOCATION: Not Applicable	
(As appropriate, see "Conf	rerences - Pre-Bid/Proposal" & "Site Visit" provisions)			
AWARD & AMENDMENTS	AWARD & Award will be posted on 3/5/2021. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>			
	gree to hold Your Offer open for a minimu		g, You agree to be bound by the terms of the (30) calendar days after the Opening Date. (See	
NAME OF OFFEROR  (full legal name of business submitting the offer)		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.		
AUTHORIZED SIGNATURE		DATE SIGNED		
(Person must be authorized to submit binding offer to contract on behalf of Offeror.)				
TITLE		STATE VENDOR NO.		
(business title of person signing above)		(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a> )		
PRINTED NAME		STATE OF INCORPORATION		
(printed name of person signing above)		(If you are a corporation, identify the state of incorporation.)		
_				
OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)				
Sole Proprietorship Partnership Other				
Corporate entity	(not tax-exempt) Corporation (tax-exempt	t) Gover	rnment entity (federal, state, or local)	

COVER PAGE - ON-LINE ONLY (MAR. 2015)

# **PAGE TWO**

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)				DRESS (Address to whent.) (See "Notice" claus		ent and contract related	
				Extension Facsimil	le		_ Area Code - Number - _ E-mail Address
				1			
PAYMENT AI "Payment" clause)	DDRESS (Address t	o which payments will	l be sent.) (See		RESS (Address to whi		ers will be sent) (See
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PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).							
In-State Offi	ice Address same as	s Home Office Add	ress In-State C	Office Address sam	ne as Notice Address	(check only one	e)

#### INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ONLINE

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

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

- 1. The original solicitation response should be submitted online and it will be the official response.
- 2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the "Notes and Attachments" tab of the online solicitation either on the main page or under the necessary line item.

#### OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:

DSIT Help Desk (803) 896-0001, Select Option 1, then Option 2 Monday – Friday 8:00 A.M. – 4:30 P.M. (EST) Offerors instructions can be founds online at: https://procurement.sc.gov/vendor/submitting-offers

# INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS

#### Mailing Address:

University Procurement Office 1 South Park Circle Building 1 Room JB501 Charleston, S.C. 29407

#### **Physical Address:**

University Procurement 1 South Park Circle Building 1 Room JB501 Charleston, S.C. 29407

- 1. Offerors shall submit their bid in a sealed package.
- 2. The solicitation number and opening date must appear on the package exterior.
- 3. Offerors shall submit one (1) copy.

PLEASE NOTE THAT IF TERMS AND CONDITIONS ARE OBJECTED OR QUALIFIED OR OFFEROR INCLUDES ADDITIONAL TERMS AND CONDITIONS TO BE CONSIDERED, THE OFFER WILL BE DEEMED NON-RESPONSIVE AND WILL BE ELIMINATED FROM FURTHER CONSIDERATION.

IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: "THIS IS NOT AN OFFER", YOU WILL BE DEEMED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.

SEE ONLINE BIDDING INSTRUCTION IN SECTION IIB HEREIN

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# I. SCOPE OF SOLICITATION

# **ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006)**

The Medical University of South Carolina in Charleston is soliciting bids from qualified sources to provide all labor, materials & equipment necessary to furnish, deliver and install fitness equipment in accordance with all the requirements stated herein.

The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed. [01-1015-1]

#### MAXIMUM CONTRACT PERIOD – ESTIMATED (JAN 2006)

Start Date: 3/17/2021 End Date: 3/16/2022. 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 (DEC 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE 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 Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract." WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

#### **AMENDMENTS TO SOLICITATION (JAN 2004)**

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

#### **AUTHORIZED AGENT (FEB 2015)**

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

#### AWARD NOTIFICATION (Modified)

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

#### BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

#### **BID ACCEPTANCE PERIOD (JAN 2004)**

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

# **BID IN ENGLISH and DOLLARS (JAN 2004)**

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

#### **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

- (a) By submitting an offer, the offeror certifies that-
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a

negotiated solicitation) unless otherwise required by law; and

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

# CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer

may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

  [02-2A035-1]

#### **CODE OF LAWS AVAILABLE (JAN 2006)**

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

The South Carolina Regulations are available at: <a href="http://www.scstatehouse.gov/coderegs/statmast.php">http://www.scstatehouse.gov/coderegs/statmast.php</a>

[02-2A040-2]

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

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

#### **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

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

#### DRUG FREE 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]

#### **REJECTION/CANCELLATION (JAN 2004)**

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

#### RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

- (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.
- (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not

be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

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

[02-2A105-2]

#### **SIGNING YOUR OFFER (JAN 2004)**

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that 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: <a href="https://scemd.org/closings/">https://scemd.org/closings/</a> [02-2A120-3]

#### **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at <a href="www.procurement.sc.gov">www.procurement.sc.gov</a>) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color,

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

#### **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

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

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

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

#### **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit

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

#### WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

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

#### **OFFERING BY LOT (JAN 2006)**

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

#### **ON-LINE BIDDING INSTRUCTIONS (MAR 2015)**

- (a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."
- (b) Steps for On-Line Bidding
- 1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
- 2 Follow the general user instructions posted at <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a> under the heading "Submitting Offers."
- 3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted. [02-2B105-2]

#### PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <a href="mailto:procurement.sc.gov/preferences">procurement.sc.gov/preferences</a> . ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] [02-2B111-1]

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

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

#### PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. [02-2B113B-1]

#### PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)

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

#### PROTEST - CPO - MMO ADDRESS (JUN 2006):

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

- (a) by email to <a href="mailto:protest-mmo@mmo.state.sc.us">protest-mmo@mmo.state.sc.us</a>,
- (b) by facsimile at 803-737-0639, or
- (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

#### **UNIT PRICES REQUIRED (JAN 2006)**

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

# III. SCOPE OF WORK/SPECIFICATIONS

#### **Minimum Requirements**

Manufacturers and/or model numbers listed as model equivalence are to establish the general quality required. Equivalent manufacturers of equal or better specifications will be considered. MUSC will be the sole determiner as to whether the substituted item meets our specification. The items listed in these sections will be in the Bid Schedule.

Dimensions are listed to ensure all equipment will fit in space available.

#### LOT A

#### 0001. Ultra Pro G2 Power Racks- DFS-700104

Dimensions: 75" W x 95" H x 80" L

- 5" x 3" Steel Frame
- Manufactured with 7 Gauge Metal
- 3/4" Steel Locking Pins
- Powder Coated Wrap with 2" Incremental Adjustments for J-Cups and Safeties
- Laser Cut numbering on wraps
- Powder Coated upright wraps
- Laser Cut Custom MUSC Wellness Center Branding in Powder Coated Upright Wraps
- Notch Lock J-Cups and Safety Arms
- Twelve (12) Adjustable, Tapered Weight Pegs to eliminate plates from sliding off
- Vertical Bar Storage for (2) Bars
- Variable Grip Chin-up Bar on the front WITH 2" Ball Grip Pullup on the back
- Assembled with Grade 5 Carriage Bolts
- Custom Frame Color with Textured Powder Coat Finish as follows:
  - Upright Frame Wrap: Ebony Chrome Textured (PFA621B9050-T)
  - Top Frame with Pull-up: Silvadillo Textured (PFA500M9-T)
  - Uprights: Sky Blue Textured (RAL-5015-T)
  - Lower Frame/Base: Ebony Chrome Textured (FA621B9050-T)
- Two (2) sandwich style J-Cup with elevated UHMW channel
- Two (2) Safety Bars & Straps
- UHMW on all touch points to eliminate metal on metal contact

#### 0002. Ultra Pro G2 Half Racks- DFS-700102

Dimensions: 75" W x 95" H x 64" L

- 5" x 3" Steel Frame
- Manufactured with 7 Gauge Metal
- 3/4" Steel Locking Pins
- Powder Coated Wrap with 2" Incremental Adjustments for J-Cups and Safeties
- Laser Cut numbering on wraps
- Laser Cut Custom MUSC Wellness Center Branding in Powder Coated Upright Wraps
- Notch Lock J-Cups and Safety Arms

- Twelve (12) Adjustable, Tapered Weight Pegs to eliminate plates from sliding off
- Vertical Bar Storage for (4) Bars
- Variable Grip Chin-up Bar WITH 2" Ball Grip Pullup on the Back
- Assembled with Grade 5 Carriage Bolts
- Custom Frame Color with Textured Powder Coat Finish as follows:
  - Upright Frame Wrap: Ebony Chrome Textured (PFA621B9050-T)
  - Top Frame with Pull-up: Silvadillo Textured (PFA500M9-T)
  - Uprights: Sky Blue Textured (RAL-5015-T)
  - Lower Frame/Base: Ebony Chrome Textured (PFA621B9050-T)
- Two (2) sandwich style J-Cup with elevated UHMW channel
- Two (2) 28" Safety Catches
- UHMW on all touch points to eliminate metal on metal contact

#### 0003. Ultra Pro Functional Trainer Add-On (Rack Mount)- DFS-710011

Dimensions: 70" W x 29" L x 97" H

- 2:1 Weight Ratio
- 3" x 2" Steel Frame
- Manufactured with 11 Gauge Metal
- MUST be compatible with, and bolt on to, the back of the Half Racks
- Variable Grip Chin-up Bar WITH 2" Ball Grip Pullup on the Back
- Two (2) 200lb weight stacks
- Adjustable pulley carriages one for each weight stack
- Custom Frame Color with Textured Powder Coat Finish as follows:
  - Top Frame with Pull-up: Silvadillo Textured (#PFA500M9-T)
  - Uprights: Sky Blue Textured (#RAL-5015-T)
  - Weight Stack Shroud: Ebony Chrome Textured (#PFA621B9050-T)
- Four to Six (4-6) handle storage pegs
- Hanging storage for two Olympic bars

#### 0004. Ultra Pro Custom Rack Connector w/ TRX Bar & Logo - DFS-900536BP

Dimensions: 123" Long x 12" Tall x 5" Deep with 1" Single Suspension Training / Pullup Bar

- MUST have the ability to connect racks horizontally at the top of the rack
- 123" TRX compatible connecting braces
- Must be 123" to accommodate the weight room pillars
- Double Sided Logo w/ Laser Cut Lettering/Logo and Solid Colored Backer Plate
  - Must have custom MUSC WELLNESS CENTER branding
- 1" Single Bar out front for suspension training and/or pullups
- Custom connector bar design- textured powder coat finish as follows:
  - Backer: Silvadillo Textured (#PFA500M9-T)
  - Front TRX: Sky Blue Textured (#RAL-5015-T)

#### 0005. XMember Tough Bar Single Bar Rack Connector- DFS-900632

Dimensions: 123" Long x 1 1/2" Diameter Single Tough Bar

- MUST have the ability to connect racks horizontally at the top of the rack
- Must be 123" to accommodate weight room pillars
- 1 1/2" Diameter Single Tough Bar to accommodate muscle-ups
- Custom Textured Powder Coat Finish as follows:
  - Bar: Silvadillo Textured (#PFA500M9-T)

#### 0006. Ultra Pro Storage Hooks (pr.)- DFS-709017

- Four (4) Pairs of pegs for lifting band storage
- Bolts to both Power Racks and Half Racks
- Textured powder coat finish as follows:
  - Color: Silvadillo Textured (#PFA500M9-T)

#### 0007. Bolt-On Band Pegs with Receptacle- DFS-709068

- Three (3) pegs per side
- Welded Receptacle to accept removable landmine attachment
- Must have textured powder coat finish as follows:
  - Color: Ebony Chrome Textured (#PFA621B9050-T)

#### 0008. Ultra Pro Landmine- DFS-709007

- Smooth Pivot w/Full Rotation
- Textured Powder Coat Finish as follows:
  - Color: Ebony Chrome Textured (#PFA621B9050-T)

#### 0009. Ultra Pro Half Rack Dip Station- DFS-709088

- Must fit in 5" x 3" steel frame notch locks on the half racks
- Textured Powder Coat Finish as follows:
  - Color: Ebony Chrome Textured (#PFA621B9050-T)

#### 0010. Ultra Pro Power Post- DFS-709104

- Must attach to Ultra Pro Half Rack and Power Rack
- Accommodate Dip Station storage and other attachments
- Must have Textured Powder Coat Finish as follows:
  - Upright: Sky Blue Textured (#RAL-5015-T)
  - Wrap: Ebony Chrome Textured (#PFA621B9050-T)

# 0011. Edge Adjustable Incline Bench with Stand-Up- DFS- 509060SU

Dimensions: 51" W x 25" H x 12" L; Weight: 113lbs

- 2" x 2" Steel Frame.
- Manufactured with 11-gauge metal
- Ten (10) inch wide pad
- Five (5) Seat Back Positions 0-85 degrees
- Metal Kick Stand to Store Bench Vertically
- Handle and two (2) Wheels for Easy Rolling
- Protective Rubber Feet
- Custom Frame Textured Powder Coat Finish as follows:
  - Frame: Ebony Chrome Textured (#PFA621B9050-T)
  - Upholstery: Black

#### 0012. Lever Action Bench- 40077C

Dimensions: Height 19" x Width 33 1/4" x Length Extended 62"- Retracted 43" Weight 150lbs

- 3 ½" x 2 1/2 " 7 Gage and 11 Gage Tubing
- Lever Action Linear Bearing slide adjustment that allows user to horizontally adjust bench position relative to the weight bar while the user is on the bench
- Easy to reach lever adjustment which user can use when in seated position
- Mechanical pad linkage system to minimize gap between pads

- Seat angle that adjusts simultaneously with back pad
- Additional seat adjustment for user preference
- 13 horizontal positions
- 6 Lifting angles
- Wheels for easy moving
- High quality 2" foam pads
- Powder Coat Finish as follows:

Frame: PlatinumUpholstery: Black

#### LOT B

All items in Lot B must be modules that bolt together to form multi-station strength, fitness, and/or storage systems. One multi-station system is to be comprised of four (4) stations attached to a square center tower as specified below; one multi-station system is to be comprised of six (6) stations attached side-by-side in a line; one system is strictly for equipment storage.

#### **Power Play Multi-Station**

- Comprised of Four Modules Attached to a Center Tower (one module on each side of tower)
- All items in Lot B, Item #1 must have a minimum of the following
- Instructional placards illustrating the muscles trained and exercise instructions, for ease of use without language barriers
- Cables with 7 x 19 strand construction, lubricated, nylon-coated and meet U.S. military specifications
- Fiberglass-impregnated nylon pulleys with sealed bearings
- Electrostatic powder coat finish in Platinum Sparkle.
- Black upholstery

#### 0013 Power Play Center Tower- PP-CORE

Dimensions: 34.8" L x 34.8" W x 94"

- Manufactured with 11 Gauge Steel
- Fully welded frame
- Designed to accept single exercise/strength stations on each of its four sides

#### 0014 Power Play Dip/Chin Assist- PP-ADC

Dimensions: 44.7" L x 46.5" W x 97.8" H

- Manufactured with 11 Gauge Steel
- Fully welded frame
- Designed to bolt to the Power Play Core/Center Tower
- One (1)- 295 LB weight stack
- Three (3) chin-up hand positions
- Adjustable handles for dips

#### 0015 Power Play Dual Handle Lat Pull- PP-LPD

Dimensions: 35.9" L x 47.6" W x 92.7" H

- Manufactured with 11 Gauge Steel
- Fully welded frame
- Designed to bolt to the Power Play Core/Center Tower
- One (1) 260 LB weight stack
- Effective user resistance of 130 LB per handle
- Independent dual handle design with a 2:1 lifting ratio

- Adjustable thigh pads

#### 0016 Power Play Rope Pull- PP-RPL

Dimensions: 15.4" L x 26.6" W x 95.8" H

- Fully welded frame
- Designed to bolt to the Power Play Core/Center Tower
- Both a mid- and low- direct pulleys for rope
- Include infinity rope

#### Xcreate 5-Module X-Select Wall-X1 Package Plus Wall Ball Station (Six Stations Total)

- Comprised of a total of six individual modules (One 5-Module X-Create 5-Module X-Select Wall-X1 Package plus an add-on Ball Target Wall
- All modules must bolt together in any sequence in a side-by-side orientation to form a six-module wall unit
- Must be manufactured with 11 Gauge Steel
- Seven (7) vertical uprights that must be one solid weldment
- Two (2) suspension trainer anchors
- One (1) pull-up bar, 1.25" in diameter
- Urethane boots in place to cover each foot plate
- Two-piece thermoformed Polycarbonate shroud for each weight column
- One (1) movement placard on each exercise station, displayed on the two-piece thermoformed Polycarbonate shroud at a 4-6 foot user height
- Platinum powder coated finish on all uprights.

#### 0017 X-Create 5-Module X-Select Wall-X1 Package - XCXSW-5M-X1

Dimensions: 36.7" W x 95.7" H x 234.6" L

- contains five individual modules listed by SKU below)

#### 0018 SKU#: XCREATE-4CCHM - 4 FT. Cable Component Heavy Module

Dimensions: 42.1" W x 93.7" H x 27.0" L; Weight = 509 LB

- Two (2) adjustable Hi/Lo Cable Pulleys with 320 pounds for each weight stack
- Weight ratio of 4:1 per adjustable cable Hi/Lo Cable Pulley
- 26 available settings per adjustable cable Hi/Lo Cable Pulley
- Hi/Lo Cables with Dual Swivel Pulleys (two pull points) placed 10" apart allowing one or two separate handles to be used concurrently
- Must include two short strap handles, one ankle boot, and two triceps rope per Hi/Lo cable column
- Four storage hooks that bolt on to the sides of the uprights of each Hi/Lo cable column to store the attachments
- Hi/Lo Cable Pulleys with graduated weight stacks that provide 5 LB per handle for the entire weight stack (weight is doubled to 10 LB if both handles are used simultaneously
- Tinted shroud covering the weight stack

#### 0019 SKU#: XCREATE-4LPDM - 4 FT. Lat Pulldown Module

Dimensions: 42.1" W x 93.7" H x 47.1" L; Weight = 504 LB

- One (1) Lat Pulldown module with a weight stack that has 15 LB and 20 LB increments up to a total weight of 265 LB
- Weight stack is 1:1 graduated
- Top pulley with a ball-bearing pivot system that provides frictionless movement for the cable
- Must allow users to pull at a wide range of trajectories
- An adjustable knee hold-down
- Must include one (1) aluminum Lat Bar
- Black upholstery

#### 0020 SKU#: XCREATE-4SRM - 4 FT. Seated Row Module

Dimensions: 42.1" W x 93.7" H x 47.2" L; Weight = 525 LB

- One (1) Seated Row module with a weight stack that has 15 LB and 20 LB increments up to a total weight of 265 LB
- Weight stack that is 1:1 graduated
- One (1) aluminum, double stirrup row handle
- Molded Urethane handle rest to prevent wear and tear
- Black upholstery

#### 0021 4.SKU#: XCREATE-4SM - 4 FT. Storage Module

Dimensions: 42.9" W x 69.1" H x 19.5" L; Weight = 189 LB

- One (1) four foot wide storage module
- Four (4) solid steel storage shelves with ½ inch lip
- Heavy duty 3/8 inch thick in-laid rubber mat on each shelf
- Shelves that are four feet long, at least 15 inches deep, and weigh approximately 50 pounds each
- Shelves that can be mounted flat or at an angle
- One (1) ball storage rack with adjustable rails (three different positions) for different diameter balls

#### 0022 5: SKU #: XCREATE-7U-101-F05C - X-Create 7' Upright

#### 0023 6: SKU #: XCREATE-4BTW-101 - X-Create 4' Ball Target Wall

Dimensions: 42.1" W x 2.7" L x 73.2" H; Weight = 81.6 LB

- Welded frame
- Impact dampening system
- Phenolic resin ball target surface
- Must be 73" H x 42" W and 3" deep including welded frame
- three target zones (low, mid, and high) marked on ball target surface, and must be approximately 18" apart

# 8 FT Storage Unit: This storage unit is constructed from standard components that are used in many other Torque products. There is no SKU for the storage unit as a whole. Below are the global specs for the storage unit, as well as the components used to construct it.

- A system height no taller than 88.7"
- Forty (40) linear feet of universal storage space
- Must be able to accommodate future expanded capabilities such as adding storage trays of 4, 6, or eight feet in length
- Capability to add storage hooks, battle ropes, and vertical bar holders
- Must not require bolting to the floor, but the option to be bolted down if required in the future

#### 0025 X- Create 7' Upright - XCREATE-7U-101-F05C

Dimensions: 37.0" W x 88.7" H

- Must be manufactured with 11 Gauge Steel
- Must be one solid weldment
- Urethane boots in place to cover each foot plate
- Platinum powder coated finish on all uprights.

#### 0026 X- Create 8 FT Accessory Tray - XCREATE-8AT-101

Dimensions: 99.4" L x 37.0" W x 88.7" H;

- Solid steel storage shelves with 1 inch lip on front and back
- Heavy duty 3/8 inch thick in-laid rubber mat on each shelf
- Be eight feet long, at least 15 inches deep, and weigh approximately 50 pounds each
- Shelves that can be mounted flat or at an angle

#### LOT C

All Urethane Competition Bumper Plates in Lot C must have:

- Plate and collar dimensions should meet IWF Standards
- Weight tolerance: within 0.3% of the claimed weight
- White lettering indicating weight of plate
- Weight measured in pounds
- Zinc coated steel hubs
- All Olympic bars must be Cerakote-coated.

#### 0027 Urethane Competition Bumper Plates – 45 LB

- Color: Blue

#### 0028 Urethane Competition Bumper Plates – 25 LB

- Color: Green

#### 0029 Urethane Competition Bumper Plates - 10 LB

- Color: Black

# 0030 Rubber Change Plates - 5 LB

- Color: Black or other

# 0031 Rubber Change Plates – 2.5 LB

- Color: Black

#### 0032 20 KG Olympic Bar - Cerakote Olympic Barbell

- Must be made in the USA
- Bar Weight = 20 KG
- Bar Diameter = 28.5 mm
- Bar length = 86.75 inches
- Bar shaft 190,000 PSI tensile strength
- Must be a multi-purpose bar with multi-purpose knurling
- dual knurl marks for Olympic and Power lifts
- No center knurl
- Shaft must be coated with Cerakote Color: Black
- -Bar sleeves must be coated with Cerakote Color: Black
- Loadable bar sleeve length = 16.4 inches
- -Bar must be assembled with snap rings and quality composite bushings

#### 0033 15 KG Olympic Bar - Cerakote Olympic Barbell

- Must be made in the USA
- Bar Weight = 15 KG
- Bar Diameter = 25 mm
- Bar length = 79.13 inches
- Bar shaft 190,000 PSI tensile strength
- Must be a multi-purpose bar with multi-purpose knurling (firm but non-abrasive grip)
- dual knurl marks for Olympic and Power lifts
- No center knurl
- Shaft must be coated with Cerakote Color: Red
- Bar sleeves must be coated with Cerakote Color: Black
- Loadable bar sleeve length = 13.00 inches
- Bar must be assembled with snap rings and quality bronze bushings

#### 0034 Cambered Curl Bar - Cerakote Olympic Barbell

- Must be made in the USA
- Bar Weight = 30 LB (must not exceed)
- Bar Diameter = 28.5 mm
- Bar length = 54.5 inches
- Distance between sleeves = 31.5 inches
- Loadable bar sleeve length = 10.50 inches
- Sleeve diameter = 1.9 inches
- Bar shaft 110,000 PSI tensile strength

- Knurling must extend to the inside Close Grip portion of the shaft
- No center knurl
- Shaft must be coated with Cerakote Color: Black
- Bar sleeves must be coated with Bright Zinc
- Bar must be assembled with snap rings and quality bronze bushings

#### LOT D

#### 0035-0054 UMAX Polyurethane Dumbbells: 40 Total Pair (20-115 LB)

(3 Pair) 20, 25, 30, 35, 40, 45, 50, 55, 60, 65 LB (1 pair) 70, 75, 80, 85, 90, 95, 100, 105, 110, 115 LB

- Round solid steel weight heads encased in high grade cast polyurethane
- Weight heads must be attached via a "Dual Lock System" or similar, whereby the heads are secured by two different methods such as by threading the bar into the weight head from one side, then threading a bolt through the weight head and into the handle from the opposite side.
- Handle made of heat treated alloy steel
- Handle: Hard-Chrome finish
- White lettering indicating weight of dumbbell
- Weight measured in pounds

#### 0055-0064 UMAX Polyurethane Fixed Barbells: 1 Set of 10 (20-110 LB)

(1 each) 20, 30, 40, 50, 60, 70, 80, 90, 100, 110 LB

- Round solid steel weight heads encased in high grade cast polyurethane
- Weight heads must be attached via a "Dual Lock System" or similar, whereby the heads are secured by two different methods such as by threading the bar into the weight head from one side, then threading a bolt through the weight head and into the handle from the opposite side.
- Bar made of heat treated alloy steel
- Bar must be straight
- Bar: Hard-Chrome finish
- White lettering indicating weight of barbell
- Weight measured in pounds

#### 0065-0075 UMAX Polyurethane Incased Kettlebells: 22 Total (10-60 LB)

(2 each) 10, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60 LB

- Must be encased in high grade cast polyurethane (except for handle)
- Bottom of kettlebell must be flat
- Handle must be Hard-Chrome plated with sandblast finish and free of burs
- White lettering indicating weight of kettlebell
- Weight measured in pounds

#### LOT E

#### 0076-0083 TRX® XD<sup>TM</sup> Kevlar<sup>TM</sup> 14" Medicine Balls: 16 Total (8-25 LB)

(2 each) 8, 10, 12, 14, 16, 18, 20, 25 LB

- Must be made with DuPont Kevlar
- Tacky surface for maximum control
- Low bounce
- Embroidered weight identification
- Weight must be in pounds
- Consistent 14 inch diameter regardless of weight
- Unique panel design to withstand high-impact exercises in a high-volume commercial setting and retain its shape
- Reinforced stitching

#### 0084 HEROSTRENGTH Fit Band 1 - Gray

Otv: 8

Weight Resistance: 5–15 LB

- Each color must represent a different "weight" or resistance level
- Must be commercial use grade

#### 0085 HEROSTRENGTH Fit Band 2 - Red

Oty: 8

Weight Resistance: 10-35 LB

- Each color must represent a different "weight" or resistance level
- Must be commercial use grade

#### 0086 HEROSTRENGTH Fit Band 3 - Black

Qty: 8

Weight Resistance: 25-60 LB

- Each color must represent a different "weight" or resistance level
- Must be commercial use grade

#### 0087 HEROSTRENGTH Fit Band 4 - Purple

Qty: 8

Weight Resistance: 35-85 LB

- Each color must represent a different "weight" or resistance level
- Must be commercial use grade

#### 0088 HEROSTRENGTH Fit Band 5 - Green

Oty: 8

Weight Resistance: 50–120 LB

- Each color must represent a different "weight" or resistance level
- Must be commercial use grade

#### 0089 HEROSTRENGTH Fit Band 6 - Blue

Qty: 8

Weight Resistance: 65–175 LB

- Each color must represent a different "weight" or resistance level
- Must be commercial use grade

#### 0090 HEROSTRENGTH Fit Band 7 - Orange

Qty: 8

Weight Resistance: 80–230 LB

- Each color must represent a different "weight" or resistance level
- Must be commercial use grade

#### 0091 HEROSTRENGTH Fit Band 8 - Black

Qty: 8

Weight Resistance: 105–350 LB

- Each color must represent a different "weight" or resistance level
- Must be commercial use grade

#### 0092 Weight Lifting Chains: 3 pair

- Must be zinc-plated or similar to prevent rust/corrosion
- Must weigh 30 pounds per pair or similar
- Must be 60 inches in length
- Collar mechanism to secure it to the bar

- Collar that fits Olympic barbell sleeves

#### 0093 TRX Commercial Suspension Trainer: 6 Total

- Must be designed to meet the demands of high-volume commercial environments
- Must include a locking carabiner, X-tender, and Allen wrench
- Carabiner must be tested to 1.300 LBS
- Industrial-grade reinforcement stitching
- Barrel Lock Adjusters
- Durable rubber handles with anti-slip texture
- Padded handle triangles
- Adjustable foot cradles to fit any foot size to prevent slippage

#### 0094 Harbinger® Triceps Rope

#### Qty: 6

- 26 inches long
- Durable woven nylon
- Rotating, rubber grips for maximum leverage
- Heavy duty receiver that easily attaches to cable machines
- Color: Red and Black

#### 0095 Lock-Jaw OLY 2 Olympic Barbell Collar: 14 pair

- Color: Blue
- Large lever and uni-body design
- Resin frame and elastomer pads to protect bar and plates from damage
- 50% stronger than Classic version
- Suitable for all 2" (50mm) Olympic bars

#### 0096 Stretching Mats: 10 Total

- Dimensions: 56" L x 23"- 24" W x 3/8"  $\frac{1}{2}$ " Thick
- High-quality closed cell foam
- Designed for high-volume commercial use
- Reinforced plastic grommets to hang mats
- Easy to clean and disinfect
- Won't absorb water
- Must be low in latex content
- Textured surface to prevent mat from sliding on floor
- Color: Blue (first choice), or Black (second choice)

#### 0097 Adjustable Wall Hanging Mat Rack: 1 Total

- Dimensions: 26" L x 2.5" H
- Easily mounts to wall
- Prongs can be adjusted to match the eyelets in the mats
- Prongs can be tightened to help keep mats in place
- All-metal construction
- Durable coating to prevent rusting
- Holds up to 12 hanging mats

#### LOT F

#### 0098 Precor® Discovery™ Barbell Rack - DBR0808

Dimensions: 41.3" L x 33.5" W x 59" H; Weight: 183 LB

- Must accommodate a wide range of Fixed Head Pro-style Barbells
- Must accommodate ten barbells

- High impact, segmented wear guards to protect rack and bars and allow for easy replacement
- Must allow for quick, easy and comfortable access to fixed head barbells
- Frame must be made of heavy duty industrial grade steel tubing, welded in all structural areas
- Frame must be powder coated
- Rubber foot pads
- Max storage weight: 800 LBColor: Gloss Metallic Silver

#### 0099 TKO® Vertical Dumbbell Rack - 840VDR10

- Dimensions: 29" L x 24" W x 62" H; Weight: 100 LB
- Forward (front facing) load design
- Injection molded cradles
- Holds ten pairs of hex head dumbbells (2.5 LB 25 LB)
- Easy to read number decals for dumbbell placement
- Color: Graphite

#### 0100 Escape® PlyoSoft Box Set - CPLYS4

Qty: 1 Set of 4 Boxes (6", 12", 18", 24" high)

Dimensions:

Size 6": 6" H x 30" W x 36" L; Weight = 14 LB; Color = Gray Size 12": 12" H x 29.5" W x 35" L; Weight = 29 LB; Color = Green Size 18": 18" H x 29.5" W x 35" L; Weight = 31 LB; Color = Blue Size 12": 24" H x 29.5" W x 35" L; Weight = 36 LB; Color = Red

- Firm, dense foam boxes
- Durable, commercial grade outer material (cover)
- Top and bottom surfaces made of anti-slip material for performance and stability
- Target hot spots printed on top of each box
- Attached Velcro flaps that securely connect multiple boxes to each other, and lock away when not in use
- Each box size is differentiated by a different colored cover (the primary color of the cover shall be different for each size, not just a different colored number)

#### LOT F

#### 0101 Stages Cycling SC3 Indoor Cycle with Power Meter and Console

- Aerobar with Endcap

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# **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified: MUSC Wellness Center 45 Courtenay Drive Charleston SC 29425 [03-3030-1]

#### **DELIVERY DATE -- 60 DAYS ARO (MODIFIED)**

Unless otherwise specified herein, all items shall be delivered no later than sixty (60) days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

#### **INSTALLATION (MODIFIED)**

Contractor shall install all items acquired pursuant to this contract as follows: MUSC Wellness Center 45 Courtenay Drive Charleston SC 29425 [3-3050-1]

#### **OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

QUALITY -- NEW (JAN 2006)

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

# IV. INFORMATION FOR OFFERORS TO SUBMIT

#### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MUSC)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. 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 (DEC 2015)**

(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: <a href="http://osmba.sc.gov/directory.html">http://osmba.sc.gov/directory.html</a>

# V. QUALIFICATIONS

#### **QUALIFICATIONS OF OFFEROR (MAR 2015)**

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

# VI. AWARD CRITERIA

#### AWARD BY LOT (MODIFIED)

Incomplete bids will be rejected. Award will be made by complete lot(s). [06-6015-1]

#### **AWARD CRITERIA -- BIDS (JAN 2006)**

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

#### **CALCULATING THE LOW BID**

Awards will be made by to the lowest bid for each lot. [06-6050-1]

#### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

#### **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

# VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

#### **BANKRUPTCY - GENERAL (FEB 2015)**

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

#### **CHOICE-OF-LAW (JAN 2006)**

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

#### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

#### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

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

  [07-7A020-1]

# **DISPUTES (JAN 2006)**

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

#### **EQUAL OPPORTUNITY (JAN 2006)**

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

#### **FALSE CLAIMS (JAN 2006)**

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

#### **FIXED PRICING REQUIRED (JAN 2006)**

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

#### **NO INDEMNITY OR DEFENSE (FEB 2015)**

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

#### NOTICE (JAN 2006)

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

#### **OPEN TRADE (JUN 2015)**

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

#### **PAYMENT and INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of setoff. [07-7A055-3]

# **PUBLICITY (JAN 2006)**

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

#### **PURCHASE ORDERS (JAN 2006)**

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

#### **SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

#### **TAXES (JAN 2006)**

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

#### TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

#### THIRD PARTY BENEFICIARY (JAN 2006)

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

#### 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

# **BADGES (MUSC)**

Contractor shall be responsible for expenses incurred in having all personnel – contract and/or subcontract – working on the MUSC campus obtain MUSC Identification Badges. This includes a background check and possible Drug and TB Testing. Badges must be obtained prior to contract performance commencement.

Because these services are to be provided in residential and security sensitive areas, the following guidelines must be met

a. All service persons shall be identifiable by a uniform with the contracted company name and service person's name affixed, and a picture identification card attached to the service person's uniform. Contractor is responsible for cost of MUSC/MUHA Badge (I.D. card).

#### **CHANGES (JAN 2006)**

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

#### **CISG (JAN 2006)**

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

#### **COMPLIANCE WITH LAWS (JAN 2006)**

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

#### **CONTRACTOR PERSONNEL (JAN 2006)**

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

### **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

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

#### **CONTRACTOR'S 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]

### **DEFAULT (JAN 2006)**

- (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).
- (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.
- (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- (f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

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

[07-7B075-1]

#### **DISPOSAL OF PACKAGING (JAN 2006)**

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

# 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]

### INTELLECTUAL PROPERTY (MUSC)

- a. All works, inventions, content, data, information and other materials, regardless of the form or media, provided by or on behalf of MUSC, its affiliated entities or their respective personnel or contractors shall remain the sole and exclusive property of MUSC (or its affiliate entity, as applicable), including, without limitation, all intellectual property rights therein. Neither this Agreement nor Contractor's performance of its obligations hereunder shall be construed as conferring upon Contractor any right or license in or to the foregoing by implication, estoppel or otherwise.
- b. Any products or deliverables provided by Contractor or any of Contractor's subcontractors to MUSC pursuant to the Services ("Products") shall be deemed to be work made for hire and MUSC shall own all right, title, and interest in and to the Products and each part and component thereof, whether or not patentable or copyrightable (including, without being limited to, results, Page 32 inventions, information, materials, products, trade secrets, know-how, technical and non-technical data, discoveries, methods, processes, studies, research, test results, techniques, formulae, compounds, designs, improvements, developments, and any files, notebooks, drawings, software, computer programs, diagrams, specifications, and other documents containing or recording any of the foregoing), and any copyright therein and patent application or patent thereon. Contractor hereby transfers and assigns and shall require its subcontractors to hereby transfer and assign, to

MUSC all right, title and interest in and to the Products. At MUSC's request, Contractor and its subcontractors, as applicable, shall promptly give, execute, deliver, file, and record any and all applications, assignments or other instruments, and shall do such other acts and things, as MUSC may deem necessary in order effectively to transfer, assign, convey, and vest in and to MUSC all right, title, and interest in and to the Products, each part and component thereof, all copyrights therein, and all patent applications and patents thereon; in order to assist MUSC in prosecuting or defending any litigation and proceedings relating to the Products, any part or component thereof, any copyright therein, or any patent application or patent thereon; or in order to evidence or preserve MUSC's ownership of the right, title, and interest in and to the Products, each part and component thereof, all copyrights therein, and all patent applications and patents thereon. This Section shall survive termination of this Agreement.

#### 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]

#### 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]

#### SMOKING POLICY (MUSC)

As South Carolina's academic health center and home to the only National Cancer Institute-designated cancer institute in the state, it is a part of our mission to prevent cancer and to lead by example in providing the healthiest environment possible for everyone on our campus. MUSC is a totally tobacco-free campus, since March 1, 2019. Smoking is not permitted.

# SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

#### 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 (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 a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
- (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
- (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor

the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
- (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
- (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

  [07-7B265-1]

# WARRANTY -- STANDARD (JAN 2006)

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

# VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

# **BIDDING SCHEDULE (NOV 2007)**

# LOT A

Line Number	Quantity	Unit of Measure	Unit Pric	e	<b>Extended Price</b>
0001	2	each			
<b>Product Catg.: 8</b>	30557 - Gymnasium A	pparatus and Equipm	nent		
Item Description	: Lot A Dynamic Ult	ra Pro G2 Pwr Rack	3'		
quality and feature		luct different from the	e one listed, please		isted to show general n the space provided. Lots
Internal Item Nu	mber: 1				
Q	uestion	Mandatory / Optional	Multiple Responses Accepted?		Response
1524, (B)(1). Sele product is made, r	Pref. Section 11-35- ct US End Product if nanufactured or grow No, if not claiming a	Mandatory	No	Yes	S
Vendor Preference Procurement Code 1524(C)(1)(I)&(II this Solicitation for For a FAQ on the See			No	Yes	S
Subcontractor Pre SC Procurement (1524(D) and IIB & solicitation for mo FAQ on these pre-	g the SC Resident ference-2%? See the Code, Section 11-35- & VIIB of this ore information. For a ferences, please see t.sc.gov/preferences	Mandatory	No	YesNo	5
1524 (B)(2). Selection Preference if prod	grown in SC. Select N	Mandatory o,	No	Yes No	3
Proposed Make an	nd Model	Mandatory	No		

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	6	each		

Item Description: Lot A Dynamic Ultra Pro G2 Half Rack 8'

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	3	each		

Item Description: Lot A Dynamic UP FT Rack Mount

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	3	each		

Item Description: Lot A Ultra Pro Rack Connector

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	2	each		

Item Description: Lot A XM Tough Sing Bar Rack Connect

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	8	Pair		

**Item Description:** Lot A Ultra Pro Storage Hooks

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0007	8	Pair		

Item Description: Lot A Bolt-On Band Pegs with Receptacle

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 11	•		
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
8000	8	each		

Item Description: Lot A Ultra Pro Landmine

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 12			T
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0009	2	each		

Item Description: Lot A Ultra Pro Half Rack Dip Station

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses	Response
	Optional	Accepted?	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0010	1	each		

**Item Description:** Lot A Ultra Pro Power Post

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

internal item Number. 14			1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0011	6	each		

Item Description: Lot A Edge Adjust Incline Bench w/ Stand

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

	1		1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0012	2	each		

Item Description: Lot A Lever Action Bench

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 15	-		
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

# LOT B

Line Number	Quantity	Unit of Measure	Unit Pric	e	Extended Price
0013	1	each			
Product Catg.: 8	30557 - Gymnasium A	pparatus and Equipn	nent		
Item Description	Lot B Power Play (	Center Tower PP-CO	RE		
quality and featur		luct different from th	e one listed, please		e listed to show general <i>y</i> in the space provided. Lots
Internal Item Nu	ımber: 16				
Q	uestion	Mandatory / Optional	Multiple Responses Accepted?		Response
1524, (B)(1). Sele product is made, 1	Pref. Section 11-35- ect US End Product if manufactured or grow No, if not claiming a	Mandatory	No	Y N	es o
Vendor Preferenc Procurement Code 1524(C)(1)(I)&(II) this Solicitation for For a FAQ on the See			No	Y	es o
Subcontractor Pre SC Procurement ( 1524(D) and IIB a solicitation for mo FAQ on these pre	g the SC Resident eference-2%? See the Code, Section 11-35- & VIIB of this per information. For a ferences, please see et.sc.gov/preferences	Mandatory	No	Y N	es o
1524 (B)(2). Selection Preference if production	grown in SC. Select N	Mandatory o,	No	Y	res o
Proposed Make an	nd Model	Mandatory	No		

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0014	2	each		_

**Item Description:** Lot B Power Play Dip/Chin Assist PP-ADC

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0015	1	each		

**Item Description:** Lot B PP Dual Handle Lat Pull- PP-LPD

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 99		2.000					
Question	Mandatory / Optional	Multiple Responses Accepted?	Response				
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No				
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	Yes No				
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No				
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No				
Proposed Make and Model	Mandatory	No					

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0016	1	each		

Item Description: Lot B Power Play Rope Pull- PP-RPL

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0017	1	each		

Item Description: Lot B Xcreate 5mod X1 Pack XCXSW-5M-X1

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

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Question	Mandatory / Optional	Multiple Responses Accepted?	Response
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	Yes No
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0018	2	each		

Item Description: Lot B Xcreate-4CCHM 4' Cable Comp Mod

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0019	1	each		

Item Description: Lot B Xcreate-4LPDM 4' Lat Pulldown

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

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Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0020	1	each		

Item Description: Lot B Xcreate-4SRM 4' Seated Row Mod

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

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Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0021	1	each		

Item Description: Lot B Xcreate-4SM 4' Storage Module

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 104			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0022	2	each		

Item Description: Lot B Xcreate-7U-101-F05C 7' Upright

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0023	1.000	each		

Item Description: Lot B Xcreate-4BTW-101 4' Ball Wall

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	Accepted? No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0024	1	each		

**Item Description:** Lot B 8 FT Storage Unit

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 19			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0025	2	each		

Item Description: Lot B Xcreate-7U-101-F05C 7' Upright

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

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Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0026	5	each		

**Item Description:** Lot B Xcreate-8AT-101

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Overtion Mondetowy / Multiple Decreases					
Question	Mandatory / Optional	Multiple Responses Accepted?	Response		
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No		
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc/preferences	Mandatory	No	Yes No		
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No		
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No		
Proposed Make and Model	Mandatory	No			

## LOT C

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0027	30	Pair		

Product Catg.: 80557 - Gymnasium Apparatus and Equipment

**Item Description:** Lot C Urethane Comp Bumper Plate 45lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

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Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0028	20	Pair		

**Item Description:** Lot C Urethane Comp Bumper Plate 25lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Nu	ımber	Quantity	Unit of Measure	Unit Price	Extended Price
002	29	20	Pair		

**Item Description:** Lot C Urethane Comp Bumper Plate 10lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0030	10	Pair		

**Item Description:** Lot C Change Plate 5lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

internal Item Number: 25			1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0031	10	Pair		

**Item Description:** Lot C Change Plate 2.5lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 24					
Question	Mandatory / Optional	Multiple Responses Accepted?	Response		
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No		
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No		
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No		
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No		
Proposed Make and Model	Mandatory	No			

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0032	10	each		

**Item Description:** Lot C 20 KG Cerakote Olympic Bar

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0033	9	each		

**Item Description:** Lot C 15 KG Cerakote Olympic Bar

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0034	2	each		

Item Description: Lot C Olympic Curl Bar

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

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Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

## LOT D

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0035	1	Pair		

**Product Catg.:** 80557 - Gymnasium Apparatus and Equipment

Item Description: Lot D UMAX Polyurethane Dumbbells 115lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 28			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0036	1	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 110lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0037	1	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 105lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0038	1	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 100lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal item Number: 31					
Question	Mandatory / Optional	Multiple Responses Accepted?	Response		
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No		
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No		
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No		
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No		
Proposed Make and Model	Mandatory	No			

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0039	1	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 95lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0040	1	Pair		

**Item Description:** Lot D UMAX Polyurethane Dumbbells 90lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number. 33			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0041	1	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 85lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 33			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0042	1	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 80lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0043	1	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 75lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 30			T
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0044	1	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 70lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0045	3	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 65lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0046	3	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 60lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses	Response
	•	Accepted?	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0047	3	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 55lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory /	Multiple	Response
Question	Optional	Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0048	3	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 50lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

			1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0049	3	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 45lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0050	3	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 40lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0051	3	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 35lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0052	3	Pair		

Item Description: Lot D UMAX Polyurethane Dumbbells 30lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0053	3	Pair		

**Item Description:** Lot D UMAX Polyurethane Dumbbells 25lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal tem Number: 40			1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0054	3	Pair		

**Item Description:** Lot D UMAX Polyurethane Dumbbells 20lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0055	1	each		

Item Description: Lot D UMAX Polyurethane Barbell 20lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0056	1	each		

**Item Description:** Lot D UMAX Polyurethane Barbell 30lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0057	1	each		

Item Description: Lot D UMAX Polyurethane Barbell 40lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0058	1	each		

Item Description: Lot D UMAX Polyurethane Barbell 50lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number. 33			T
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0059	1	each		

Item Description: Lot D UMAX Polyurethane Barbell 60lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 54			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0060	1	each		

Item Description: Lot D UMAX Polyurethane Barbell 70lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

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Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0061	1	each		

Item Description: Lot D UMAX Polyurethane Barbell 80lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0062	1	each		

Item Description: Lot D UMAX Polyurethane Barbell 90lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0063	1	each		

Item Description: Lot D UMAX Polyurethane Barbell 100lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 56	T		1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0064	1	each		

Item Description: Lot D UMAX Polyurethane Barbell 110lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number. 37			1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0065	2	each		

Item Description: Lot D UMAX Polyurethane Kettlebell 60lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

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Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0066	2	each		

Item Description: Lot D UMAX Polyurethane Kettlebell 55lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35- 1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0067	2	each		

Item Description: Lot D UMAX Polyurethane Kettlebell 50lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory /	Multiple	Response
Question	Optional	Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0068	2	each		

**Item Description:** Lot D UMAX Polyurethane Kettlebell 45lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses	Response
	o <b>F</b>	Accepted?	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0069	2	each		

Item Description: Lot D UMAX Polyurethane Kettlebell 40lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0070	2	each		

**Item Description:** Lot D UMAX Polyurethane Kettlebell 35lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 04			1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0071	2	each		

Item Description: Lot D UMAX Polyurethane Kettlebell 30lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 05			1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0072	2	each		

Item Description: Lot D UMAX Polyurethane Kettlebell 25lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

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Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0073	2	each		

Item Description: Lot D UMAX Polyurethane Kettlebell 20lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 07			T
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0074	2	each		

**Item Description:** Lot D UMAX Polyurethane Kettlebell 15lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 00			1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0075	2	each		

Item Description: Lot D UMAX Polyurethane Kettlebell 10lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 69							
Question	Mandatory / Optional	Multiple Responses Accepted?	Response				
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No				
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No				
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No				
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No				
Proposed Make and Model	Mandatory	No					

# LOT E

Line Number	Quantity	Unit of Measure	<b>Unit Price</b>	Extended Price
0076	2	each		
Item Description	: Lot E Kevlar 14in M	edicine Ball 25lb		•
quality and feature		ct different from the	one listed, please e	names are listed to show general nter below in the space provided. Lo
Internal Item Nu	mber: 71			
Q	uestion	Mandatory / Optional	Multiple Responses Accepted?	Response
1524, (B)(1). Sele product is made, r	Pref. Section 11-35- ct US End Product if nanufactured or grown No, if not claiming a	Mandatory	No	Yes No
this Solicitation for For a FAQ on thes See	e? See the SC	Mandatory	No	Yes No
SC Procurement C 1524(D) and IIB & solicitation for mo FAQ on these pref	ference-2%? See the Code, Section 11-35-	Mandatory	No	Yes No
1524 (B)(2). Selection Preference if prod	rown in SC. Select No,	Mandatory	No	Yes No
Proposed Make ar	nd Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0077	2	each		

Item Description: Lot E Kevlar 14in Medicine Ball 20lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0078	2	each		

Item Description: Lot E Kevlar 14in Medicine Ball 18lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0079	2	each		

Item Description: Lot E Kevlar 14in Medicine Ball 16lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory /	Multiple	Response
Question	Optional	Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0800	2	each		

Item Description: Lot E Kevlar 14in Medicine Ball 14lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0081	2	each		

Item Description: Lot E Kevlar 14in Medicine Ball 12lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 76			T
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0082	2	each		

Item Description: Lot E Kevlar 14in Medicine Ball 10lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

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Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0083	2	each		

Item Description: Lot E Kevlar 14in Medicine Ball 8lb

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing a product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0084	8	each		

**Item Description:** Lot E HEROSTRENGTH Fit Bands No.1 Gray

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Nu	mber	Quantity	Unit of Measure	Unit Price	Extended Price
800	5	8	each		

**Item Description:** Lot E HEROSTRENGTH Fit Bands No.2 Red

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0086	8	each		

Item Description: Lot E HEROSTRENGTH Fit Bands No.3 Black

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 61			1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0087	8	each		

**Item Description:** Lot E HEROSTRENGTH Fit Bands No.4 Purple

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 62			
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Num	ber	Quantity	Unit of Measure	Unit Price	Extended Price
0088		8	each		

Item Description: Lot E HEROSTRENGTH Fit Bands No.5 Green

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 65			T
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

	Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
Ī	0089	8	each		

**Item Description:** Lot E HEROSTRENGTH Fit Bands No.6 Blue

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 04			T
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0090	8	each		

**Item Description:** Lot E HEROSTRENGTH Fit Bands No.7 Orange

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0091	8	each		

Item Description: Lot E HEROSTRENGTH Fit Bands No.8 Black

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 60			Π
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0092	3	Pair		

**Item Description:** Lot E Weight Lifting Chains

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Quartien	Mandatan /	Multiple	Dagnanga
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0093	6	each		

Item Description: Lot E TRX Commercial Suspension Trainer

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 66	1		T
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0094	6	each		

Item Description: Lot E Harbinger Triceps Rope

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0095	14	Pair		

Item Description: Lot E Loc-Jaw OLY2 Oly Barbell Collar

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 50			Π
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0096	10	each		

**Item Description:** Lot E Stretching Mats

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Internal Item Number: 71			Π
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0097	1	each		

Item Description: Lot E Adjustable Wall Hanging Mat Rack

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

	1		1
Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

# LOT F

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0098	1	each		

**Item Description:** Lot F Precor Discovery Barbell Rack

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

**Internal Item Number:** 93 Mandatory / **Ouestion** Multiple Response **Optional** Responses Accepted? US End-Product Pref. Section 11-35-Mandatory No Yes 1524, (B)(1). Select US End Product if No product is made, manufactured or grown in the US. Select No, if not claiming a preference. Are you requesting the SC Resident Mandatory No Yes Vendor Preference? See the SC No Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences Are you requesting the SC Resident Mandatory No Yes Subcontractor Preference-2%? See the No SC Procurement Code, Section 11-35-1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences SC End-Product Pref. Section 11-35-No Mandatory Yes 1524 (B)(2). Select SC End Product No Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference. Proposed Make and Model Mandatory No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0099	3	each		

Item Description: Lot F TKO Vertical Dumbbell Rack

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No
SC End-Product Pref. Section 11-35- 1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No
Proposed Make and Model	Mandatory	No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0100	1	each		

**Item Description:** Lot F Escape PlyoSoft Box Set 4 CPLYS4

**Tendering Text:** Complete descriptions of items are found in Section III. Brand names are listed to show general quality and features. If proposing product different from the one listed, please enter below in the space provided. Lots must be bid upon in their entirety. Incomplete bids may be rejected.

Question	Mandatory / Optional	Multiple Responses Accepted?	Response		
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	Yes No		
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35- 1524(C)(1)(I)&(II) and Section IIB of this Solicitation for more Information. For a FAQ on these Preferences, Please See WWW.Procurement.SC.Gov/Preferences	Mandatory	No	Yes No		
Are you requesting the SC Resident Subcontractor Preference-2%? See the SC Procurement Code, Section 11-35- 1524(D) and IIB & VIIB of this solicitation for more information. For a FAQ on these preferences, please see www.procurement.sc.gov/preferences	Mandatory	No	Yes No		
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	Yes No		
Proposed Make and Model	Mandatory	No			

# IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

ATTACHMENT A - Campus Map ATTACHMENT B - Offeror's Checklist

#### 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.

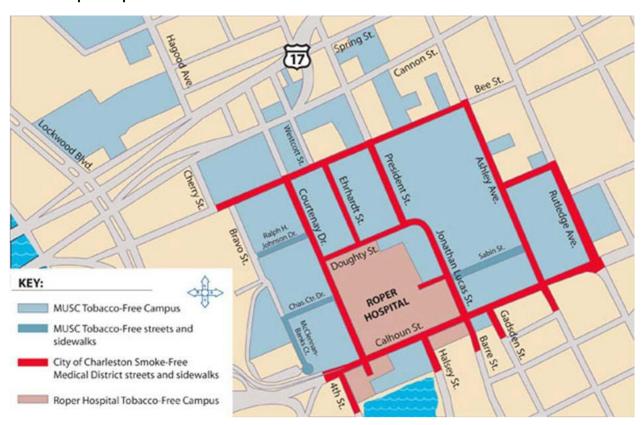
Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation 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: <a href="https://dor.sc.gov">https://dor.sc.gov</a>

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <a href="https://dor.sc.gov">https://dor.sc.gov</a> [09-9005-4]

### **MUSC Campus Map of Smoke Free Zone**



# 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 OF YOUR STANDARD CONTRACT FORMS!
☐ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
$\hfill \square$ Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
☐ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. <i>DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!</i>
☐ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
$\hfill \square$ Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
☐ 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 QUESTIONS AS 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, <i>not</i> against this checklist. You do not need to return this checklist with your response.

THIS IS THE END OF THIS DOCUMENT