



Invitation for Bid

Solicitation Number: MTC-IFB-0833
 Date Issued: August 7, 2014
 Procurement Officer: Rochelle Daniels, CPPB
 Phone: (803) 822-3208
 E-Mail Address: danielsr@midlandstech.edu
 URL: www.midlandstech.edu/vendors

DESCRIPTION: **Fabrication & Installation of Monumental and Way Finding Signs**

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

SUBMIT OFFER BY (Opening Date/Time): **August 22, 2014 at 11:00 A.M. EST** See provision entitled "Deadline For Submission of Offer"

NUMBER OF COPIES TO BE SUBMITTED One (1) Original in Hardcopy

QUESTIONS MUST BE RECEIVED BY: **August 14, 2014 2:00 P.M. EST**

See provision entitled "Questions From Offerors"

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Midlands Technical College Procurement Office P.O. Box 2408 Columbia, SC 29202	Midlands Technical College Reed Hall - 104 1260 Lexington Drive West Columbia, SC 29170
CONFERENCE TYPE: MANDATORY SITE VISIT August 14, 2014 9:30 A.M.	LOCATION: Midlands Technical College Reed Hall - 104 1260 Lexington Drive West Columbia, SC 29170

See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	Intent to Award will be posted at the Physical Address stated above on September 2, 2014 (tentative). The Intent to Award/Award, this solicitation, and any amendments will be posted at the following web address: http://www.midlandstech.edu/vendors
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DRUG FREE WORK PLACE CERTIFICATION (AUG 2004) By submitting an Offer and initialing here, 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. (Initial here _____)

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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

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

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

TAX PAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
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PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
Area Code - Number - Extension Facsimile	
E-mail Address	

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address	<input type="checkbox"/> Order Address same as Home Office Address
<input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Notice Address (check only one)

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

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

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

Solicitation Outline

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

I. SCOPE OF SOLICITATION

It is the intent of Midlands Technical College (MTC) to solicit bids from qualified sources of supply for the **Fabrication & Installation of Monumental and Way Finding Signs** in accordance with all requirements stated herein.

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006)

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

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

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

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

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

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

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

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

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

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

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

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.midlandstech.edu/vendors (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]

AWARD NOTIFICATION (NOV 2007)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids"

are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

BOARD AS PROCUREMENT AGENT (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening

has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (JAN 2006)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

ETHICS CERTIFICATE (MAY 2008)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

PROTESTS (JUNE 2006)

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (JAN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror

concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

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

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

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

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

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

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

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

SIGNING YOUR OFFER (JAN 2004)

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

Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

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

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

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

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

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

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible

for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

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

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

MANDATORY – Site Visit

Date and Time: August 14, 2014 9:30 A.M.

Midlands Technical College
Reed Hall - 104
1260 Lexington Drive
West Columbia, SC 29170

Written Questions must be received by 2:00 p.m.:

Bid No.: MTC-IFB-0833

Title: FABRICATION AND INSTALLATION OF MONUMENTAL AND WAY FINDING SIGNS

Attn.: Rochelle Daniels, CPPB

danielsr@midlandstech.edu

CLARIFICATION (NOV 2007)

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

MAIL PICKUP (JAN 2006)

Midlands Technical College's Materials, Inventory, Logistics Department (MIL) picks up mail addressed to the P.O. Box from The US Postal Service once daily around 8:00 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. *ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.* [11-35-1524(E)(4)&(6)] [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 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 (JUNE 2006)

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

(a) by email to protest-mmo@mmo.state.sc.us ,

(b) by facsimile at 803-737-0639 , or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B120-1]

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

It is the intent of Midlands Technical College to procure Topcon surveying equipment for the Civil Engineering Technology program as specified in the bid schedule and in accordance with all requirements stated herein.

See Bidding Schedule. [03-3005-1]

DELIVERY/PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006)

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

Midlands Technical College Campuses Address:

Airport Campus, 1260 Lexington Dr., West Columbia, SC 29170

Beltline Campus, 316 Beltline Blvd, Columbia, SC 29205

Northeast Campus, 101 Powell Road, Columbia, SC 29203

Harbison Campus, 7300 College Street, Irmo, SC 29063

Batesburg-Leesville Campus, 423 College Street, Batesburg-Leesville, SC 29070

Fairfield Street Address, 1674 Highway 321 North Business, Winnsboro, SC 29180

QUALITY -- NEW (JAN 2006)

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

MONUMENT SIGN: SMALL

- Removal and disposal of the existing sign cabinet. There is to be no debris left on site.
- Reference the attached quantity breakdown per campus for total quantities and signs that will need to be single and double-sided.
- Signs to be fabricated with C-Frame Aluminum construction.
- Proposed overall cabinet dimensions to be 45”h x 106”w with a depth of 4”. The same size as the current sign.
- Cabinet to be mounted to existing columns with external clips to be provided by sign manufacturer.
- All sign components to be primed and painted using Matthews paint products.
- Cabinet material to be 5052 Aluminum sheet with a minimum of .090 thickness. Fabricate each side as one piece with **NO SEAMS**.
- The Main ID panel to be painted with Matthews Brushed Aluminum (not true brushed aluminum).
- The logo to be 1/2” thick acrylic custom painted using six different colors mixed to specific CMYK values using Matthews paint products.
- “Midlands Technical College” copy to be 1/2” thick acrylic painted using Matthews paint (“Midlands” - PMS 2186, CMYK 100-81-19-5, “Technical College” - PMS 2184, CMYK 81-42-0-0) and stud mounted flush to the sign face.
- Logo and letters to be mounted flush to the cabinet.
- The Campus Location Name to be an overlay panel, 5052 Aluminum sheet with a minimum of .090 thickness. Fabricated as one piece with **NO SEAMS**. Panel to wrap around the sides of the cabinet. Panel to be painted a dark blue using Matthews paint (PMS 2186, CMYK 100-81-19-5). The copy to be painted a medium blue using Matthews paint (PMS 2184, CMYK 81-42-0-0). **NO VINYL COPY.**

MONUMENT SIGN: LARGE

- Removal and disposal of the existing sign cabinet. There is to be no debris left on site.
- Reference the attached quantity breakdown per campus for total quantities and signs that will need to be single and double sided.
- Signs to be fabricated with C-Frame Aluminum construction.
- Proposed overall cabinet dimensions to be 60”h x 144”w with a depth of 4”. The same size as the current sign.
- Cabinet to be mounted to existing columns with external clips to be provided by sign manufacturer.
- All sign components to be primed and painted using Matthews paint products.
- Cabinet material to be 5052 Aluminum sheet with a minimum of .090 thickness. Fabricate each side as one piece with **NO SEAMS**.
- The Main ID panel to be painted with Matthews Brushed Aluminum (not true brushed aluminum).
- The logo to be 1/2” thick acrylic custom painted using six different colors mixed to specific CMYK values using Matthews paint products.
- “Midlands Technical College” copy to be 1/2” thick acrylic painted using Matthews paint (“Midlands” - PMS 2186, CMYK 100-81-19-5, “Technical College” - PMS 2184, CMYK 81-42-0-0) and stud mounted flush to the sign face.
- Logo and letters to be mounted flush to the cabinet.
- The Campus Location Name to be an overlay panel, 5052 Aluminum sheet with a minimum of .090 thickness. Fabricated as one piece with **NO SEAMS**. Panel to wrap around the sides of the cabinet. Panel to be painted a dark blue using Matthews paint (PMS 2186, CMYK 100-81-19-5). The copy to be painted a medium blue using Matthews paint (PMS 2184, CMYK 81-42-0-0). **NO VINYL COPY**.

LARGE FLAT PANEL WAY FINDING

- Fabricate both the large and small Way Findings in the same manner.
- Reference the attached quantity breakdown per campus for total quantities and signs that will need to be single and double-sided.
- Way Finding Signs will all have straight tops; include colors and fabricated with all new posts.
- Large Way Finding Sign : 38” h x 60”w
- The upright post measures 3.25” square on either side to be “Sign Comp” Square Post part # 1233 Series 3 or approved equal.
- The post to also incorporate a 1 inch reveal, Part #1200 to create separation between post and panel or approved equal.
- To be primed and painted utilizing Matthew Paint Products. Backgrounds: Brushed Aluminum, PMS 2186, PMS 2184. Posts: PMS 445
- The information panel to be fabricated with a 3”depth C- channel aluminum frame and .125 aluminum faces applied to each side.
- All logos, copy, and Way Finding arrows, to be painted graphics and clear coated using Matthews Paint Products. (White, PMS 2186, and TBD gray)
- No digital prints to be used to create logo color or other.
- Installation: The post and panels shall be installed per approved drawings with concrete direct burial application.
- Remove existing, discard and install new. All existing Way Finding signs are to be removed and disposed.

SMALL FLAT PANEL WAY FINDING

- Fabricate both the large and small Way Findings in the same manner.
- Reference the attached quantity breakdown per campus for total quantities and signs that will need to be single and double-sided.
- Way Finding Signs will all have straight tops; include colors and fabricated with all new posts.
- Small Way Finding Sign : 34”h x 36”w

- The upright post measures 3.25” square on either side to be “Sign Comp” Square Post part # 1233 Series 3 or approved equal.
- The post to also incorporate a 1 inch reveal, Part #1200 to create separation between post and panel or approved equal.
- To be primed and painted utilizing Matthew Paint Products. Backgrounds: Brushed Aluminum, PMS 2186, PMS 2184. Posts: PMS 445
- The information panel to be fabricated with a 3”depth C- channel aluminum frame and .125 aluminum faces applied to each side.
- All logos, copy, and Way Finding arrows, to be painted graphics and clear coated using Matthews Paint Products. (White, PMS 2186, and TBD gray)
- No digital prints to be used to create logo color or other.
- Installation: The post and panels shall be installed per approved drawings with concrete direct burial application.
- Remove existing, discard and install new. All existing Way Finding signs are to be removed and disposed.

CAMPUS DIRECTORIES

- Fabricate both directories like the large and small Way Finding signs in the same manner.
- Reference the attached image of the campus directory signs. Reference attached campus quantity breakdown. These directory signs are only located on the MTC Beltline Campus.
- Signs will all have straight tops; include colors and fabricated with all new posts.
- One directory sign will include a digital print of campus map.
- Size for both directory signs: 60”h x 30”w
- The upright post measures 3.25” square on either side to be “Sign Comp” Square Post part # 1233 Series 3.
- The post to also incorporate a 1 inch reveal, Part #1200 to create separation between post and panel.
- To be primed and painted utilizing Matthew Paint Products.
- The information panel to be fabricated with a 3”depth C- channel aluminum frame and .125 aluminum faces applied to each side.
- All logos, copy, and Way Finding arrows, to be painted graphics and clear coated using Matthews Paint Products.
- No digital prints to be used to create logo
- Installation: The post and panels shall be installed per approved drawings with concrete direct burial application.
- Remove existing, discard and install new. All existing Way Finding signs are to be removed and disposed.

INTERIOR AUDITORIUM SIGN – AIRPORT CAMPUS

- Removal of the existing logo and letters.
- Wall repairs and paint by others.
- Proposed overall sign dimensions to be 120”h x 163”w
- The logo and “Midlands Technical College” copy to be 1/4” thick aluminum with a true horizontal brushed aluminum finish (not painted).
- The logo and letters to be stud mounted flush to the wall with silicone adhesive.

ADDITIONAL ITEMS TO BE BUDGETED FOR QUOTE

- A site survey for each campus is **REQUIRED**. Site Survey and Sign Code Check / Each location to include, but not limited to:
 - o Survey pictures of each sign to be reviewed by MTC prior to painting signs.
 - o Straight on photos of each signage type and to include both sides of sign.
 - o Detailed measurements of each signage type to determine fabrication dimensions and mounting methods for proper fit into existing sign locations and/or structures.
 - o Confirm for each signage type if it is a single sided or double sided sign.
- Permitting
 - o Permitting is not required on any campus.

- Only a business license for the Town of Irmo (Harbison Campus) and the Town of Springdale (Airport Campus) is needed.
- Engineer Drawings
 - To be provided for each sign

ADDITIONAL NOTES

- Multiple before and after photos to be provided of each sign using a digital camera. Photos to be emailed to Mike Proctor, PO Box 2408 Columbia, SC 29202; proctorm@midlandstech.edu.

TIMING / COMPLETION

- Monument signs, Auditorium sign and Way Finding signs to be installed not later than November 10, 2014).
- In regards to the completion deadline it is important that the **Monument signs and Auditorium signs are TOP PRIORITY and the November 10, 2014 deadline must be met for those signs.** If there are concerns about meeting the Way Finding sign deadline within that same time period, you must indicate and include your timeline within your response for when you will install the Way Finding signs.

See attached sheets for maps

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

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

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following

[URL: http://www.govoepp.state.sc.us/osmba/](http://www.govoepp.state.sc.us/osmba/)

[04-4015-1]

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award. [04-4020-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- BIDS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

CALCULATING THE LOW BID

The low bid will be calculated by summing all items in the bid schedule, taking into account any applicable preferences. [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 (JAN 2006)

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

BANKRUPTCY (JAN 2006)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

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 State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [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]

NON-INDEMNIFICATION (JAN 2006)

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

NOTICE (JAN 2006)

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SETOFF (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

CISG (JAN 2006)

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

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006)

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

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

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

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000
Personal and Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage (Any one fire) \$ 50,000
Medical Expense (Any one person) \$ 5,000
BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):
Combined Single Limit \$1,000,000
OR

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

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

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

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

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance. [07-7B055-1]

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 USE OF STATE PROPERTY (JAN 2006)

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

DEFAULT - (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]

ILLEGAL IMMIGRATION (NOV. 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subContractors or sub-subContractors; or (b) that you and your subContractors or sub-subContractors are in compliance with Title 8, Chapter 14. Pursuant to

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

INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006)

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement. [07-7B100-1]

MATERIAL AND WORKMANSHIP (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PURCHASING CARD (JAN 2006)

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

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]

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]

TERMINATION FOR CONVENIENCE (JAN 2006)

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

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

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

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

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

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

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

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

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

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

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

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

WARRANTY – ONE YEAR (JAN 2006)

Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation. [07-7B275-1]

YEAR 2000 WARRANTY (JAN 2006)

Contractor represents and warrants that the equipment is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the equipment will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. [07-7B285-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Provide Date of Delivery after Receipt of Order (ARO) in space provided on Bidding Schedule.

For more information concerning preferences see the SC Procurement Code, Section 11-35-1524(d) and General Conditions of this solicitation. For FAQ on preferences, please visit WWW.PROCUREMENT.SC.GOV/PREFERENCES.

Solicitation No.: MTC-IFB-0833	Commodity / Service 801-83
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Quantity is one (1) each of ALL 103 items below:

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
AIRPORT CAMPUS ITEMS 1-62						
1.	Auditorium sign	not on map	120"h x 163"w	N/A		
Delivery Date (ARO): _____						
Check here if applying for the Resident Vendor Preference _____						
Check here if applying for the SC End Product Preference _____						
Check here if applying for the US End Product Preference _____						
2.	Monument sign	M1	S 106"	2		
Delivery Date (ARO): _____						
Check here if applying for the Resident Vendor Preference _____						
Check here if applying for the SC End Product Preference _____						
Check here if applying for the US End Product Preference _____						
3.	Monument sign	M2	L 144"	1		
Delivery Date (ARO): _____						
Check here if applying for the Resident Vendor Preference _____						
Check here if applying for the SC End Product Preference _____						
Check here if applying for the US End Product Preference _____						
4.	Monument sign	M3	S 106"	2		
Delivery Date (ARO): _____						
Check here if applying for the Resident Vendor Preference _____						
Check here if applying for the SC End Product Preference _____						
Check here if applying for the US End Product Preference _____						
5.	Way Finding	A	L 60"w	2		
Delivery Date (ARO): _____						
Check here if applying for the Resident Vendor Preference _____						
Check here if applying for the SC End Product Preference _____						
Check here if applying for the US End Product Preference _____						
6.	Way Finding	B	L 60"w	2		
Delivery Date (ARO): _____						
Check here if applying for the Resident Vendor Preference _____						
Check here if applying for the SC End Product Preference _____						
Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs

MTC-IFB-0833

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
7.	Way Finding	C	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
8.	Way Finding	D	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
9.	Way Finding	E	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
10.	Way Finding	F	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
11.	Way Finding	G	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
12.	Way Finding	H	does not exist, not on map			
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
13.	Way Finding	I	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
14.	Way Finding	J	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
15.	Way Finding	K	L 60"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs

MTC-IFB-0833

	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
16.	Way Finding	L	S36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
17.	Way Finding	M	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
18.	Way Finding	N	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
19.	Way Finding	1	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
20.	Way Finding	2	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
21.	Way Finding	3	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
22.	Way Finding	4	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
23.	Way Finding	5	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
24.	Way Finding	6	does not exist, not on map			
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs

MTC-IFB-0833

	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
25.	Way Finding	7	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
26.	Way Finding	8	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
27.	Way Finding	9	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
28.	Way Finding	10	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
29.	Way Finding	11	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
30.	Way Finding	12	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
31.	Way Finding	13	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
32.	Way Finding	14	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
33.	Way Finding	15	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs

MTC-IFB-0833

	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
34.	Way Finding	16	S 36" w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
35.	Way Finding	17	S 36" w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
36.	Way Finding	18	S 36" w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
37.	Way Finding	19	S 36" w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
38.	Way Finding	20	S 36" w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
39.	Way Finding	21	S 36" w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
40.	Way Finding	22	S 36" w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
41.	Way Finding	23	S 36" w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
42.	Way Finding	24	S 36" w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs

MTC-IFB-0833

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
43.	Way Finding	25	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
44.	Way Finding	26	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
45.	Way Finding	27	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
46.	Way Finding	28	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
47.	Way Finding	29	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
48.	Way Finding	30	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
49.	Way Finding	31	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
50.	Way Finding	32	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
51.	Way Finding	33	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs
MTC-IFB-0833

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
52.	Way Finding	34	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
53.	Way Finding	35	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
54.	Way Finding	35.5	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
55.	Way Finding	36	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
56.	Way Finding	37	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
57.	Way Finding	38	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
58.	Way Finding	39	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
59.	Way Finding	40	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
60.	Way Finding	41	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs

MTC-IFB-0833

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
61.	Way Finding	42	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
62.	Way Finding	43	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

TOTAL FOR AIRPORT CAMPUS ITEMS 1-62 \$

BELTLINE CAMPUS ITEMS 1-25

Quantity is one (1) each of ALL items in this solicitation:

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
1.	Monument sign	M1	L 144"	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
2.	Monument sign	M2	L 144"	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
3.	Way Finding	1	60	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
4.	Way Finding	2	30	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs

MTC-IFB-0833

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
5.	Way Finding	3	30	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
6.	Way Finding	4	60	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
7.	Way Finding	5	not found			
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
8.	Way Finding	6	30	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
9.	Way Finding	7	30	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
10.	Way Finding	8	30	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
11.	Way Finding	9	30	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
12.	Way Finding	10	30	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
13.	Way Finding	11	60	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs

MTC-IFB-0833

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
14.	Way Finding	12	S 30"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
15.	Way Finding	13	S 30"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
16.	Way Finding	14	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
17.	Way Finding	15	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
18.	Way Finding	16	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
19.	Way Finding	17	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
20.	Way Finding	18	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
21.	Way Finding	19	S 36"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
22.	Way Finding	20	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs
MTC-IFB-0833

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
23.	Way Finding	21	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
24.	Campus map	22	60"h x 30"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
25.	Directory	23	60"h x 30"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

TOTAL FOR BELTLINE CAMPUS ITEMS 1-25 \$

HARBISON CAMPUS ITEMS 1-9

Quantity is one (1) each of ALL items in this solicitation:

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
1.	Monument sign	M1	S 106"	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
2.	Way Finding	1	L 60"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
3.	Way Finding	2	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs

MTC-IFB-0833

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price	
4.	Way Finding	3	S 36"w	1			
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____							
5.	Way Finding	4	S 36"w	1			
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____							
6.	Way Finding	5	S 36"w	1			
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____							
7.	Way Finding	6	L 60"w	1			
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____							
8.	Way Finding	7	S 36"w	1			
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____							
9.	Way Finding	8	L 60"w	1			
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____							
TOTAL FOR HARBISON CAMPUS ITEMS 1-9					\$		

NORTHEAST CAMPUS ITEMS 1-4

Quantity is one (1) each of ALL items in this solicitation:

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
1.	Monument sign	M1	L 144"	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						

Fabrication & Installation of Monumental and Way Finding Signs

MTC-IFB-0833

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
2.	Monument sign	M2	S 106"	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
3.	Way Finding	1	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
4.	Way Finding	2	L 60"w	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
TOTAL FOR NORTHEAST CAMPUS ITEMS 1-4					\$	

BATESBURG-LEESVILLE CAMPUS ITEM 1

Quantity is one (1) each of ALL items in this solicitation:

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
1.	Monument sign	M1	S 106"	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
TOTAL FOR BATESBURG-LEESVILLE CAMPUS ITEM1					\$	

FAIRFIELD CAMPUS ITEMS 1-2

Fabrication & Installation of Monumental and Way Finding Signs
MTC-IFB-0833

Quantity is one (1) each of ALL items in this solicitation:

Item	Description	Sign Number/ Letter Per Campus Map	Size	1 vs 2 Sided	Unit Price	Extended Price
1.	Monument sign	M1	S 106"	2		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
2.	Way Finding	1	S 36"w	1		
Delivery Date (ARO): _____ Check here if applying for the Resident Vendor Preference _____ Check here if applying for the SC End Product Preference _____ Check here if applying for the US End Product Preference _____						
TOTAL FOR FAIRFIELD CAMPUS ITEMS1-2					\$	

DATES:

	MONUMENT SIGNS DATE OF DELIVERY	
	AUDITORIUM SIGNS DATE OF DELIVERY	
	WAY FINDING SIGN DATE OF DELIVERY	

GRAND TOTAL FOR ALL SIX (6) CAMPUSES ITEMS1-103	\$
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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 803-896-1450 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-896-1350 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 803-896-1450.



STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
 REGISTRATION AFFIDAVIT
 INCOME TAX WITHHOLDING**

I-312
 (Rev. 7/28/08)
 3323

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

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

1. Name of Nonresident Taxpayer: _____

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

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
 Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
 Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
 Name: _____

Address: _____

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

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

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

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

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

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

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

If Corporate officer state title: _____

 (Name - Please Print)

33231010

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type see specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	City, state, and ZIP code	Midlands Technical College 1260 Lexington Drive West Columbia SC 29170
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Employer identification number</th> </tr> <tr> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> <td style="width: 30px; height: 20px;"> </td> </tr> </table>	Social security number																		Employer identification number																	
Social security number																																					
Employer identification number																																					

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below), and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ _____
	Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.