**Request for Quote**

**DESCRIPTION:**  
Printing of Harbison Theatre Season Brochure

---

<table>
<thead>
<tr>
<th>Solicitation Number:</th>
<th>MTC-RFQ-0855</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Issued:</td>
<td>04/20/2015</td>
</tr>
<tr>
<td>Procurement Officer:</td>
<td>Rina Drescher</td>
</tr>
<tr>
<td>Phone:</td>
<td>(803) 822-3209</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td><a href="mailto:drescherr@midlandstech.edu">drescherr@midlandstech.edu</a></td>
</tr>
<tr>
<td>URL:</td>
<td><a href="http://www.midlandstech.edu/procurement">www.midlandstech.edu/procurement</a></td>
</tr>
</tbody>
</table>

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

**SUBMIT OFFER BY (Opening Date/Time):**  
May 06, 2015 at 11:00 A.M. EDT

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

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**QUESTIONS MUST BE RECEIVED BY:**  
3:00 P.M. EDT on April 27, 2015

---

**SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:**

<table>
<thead>
<tr>
<th>MAILING ADDRESS:</th>
<th>PHYSICAL ADDRESS:</th>
</tr>
</thead>
</table>
| 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 |

---

**AWARD & AMENDMENTS**

Award will be posted at the Physical Address stated above. The award, this solicitation, and any amendments will be posted at the following web address: [http://www.midlandstech.edu/procurement](http://www.midlandstech.edu/procurement)

---

**NAME OF OFFEROR**  
(Full legal name of business submitting the offer)

---

**AUTHORIZED SIGNATURE**

(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

---

**PRINTED NAME**  
(Printed name of person signing above)

---

**DATE SIGNED**

(See provision entitled "Signing Your Offer").

---

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.

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**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)
<table>
<thead>
<tr>
<th>HOME OFFICE ADDRESS</th>
<th>NOTICE ADDRESS</th>
<th>Area Code -</th>
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</thead>
<tbody>
<tr>
<td>(Address for offeror's home office / principal place of business)</td>
<td>(Address to which all procurement and contract related notices should be sent.) (See &quot;Notice&quot; clause)</td>
<td>Number - Extension Facsimile</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-mail Address</td>
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<tr>
<th>PAYMENT ADDRESS</th>
<th>ORDER ADDRESS</th>
<th>PAYMENT ADDRESS same as Home Office Address</th>
<th>ORDER ADDRESS same as Home Office Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Address to which payments will be sent.) (See &quot;Payment&quot; clause)</td>
<td>(Address to which purchase orders will be sent) (See &quot;Purchase Orders and &quot;Contract Documents&quot; clauses)</td>
<td>(check only one)</td>
<td>(check only one)</td>
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**ACKNOWLEDGMENT OF AMENDMENTS**
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

<table>
<thead>
<tr>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
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<table>
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<tr>
<th>DISCOUNT FOR PROMPT PAYMENT</th>
<th>10 Calendar Days (%)</th>
<th>20 Calendar Days (%)</th>
<th>30 Calendar Days (%)</th>
<th>___Calendar Days (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(See &quot;Discount for Prompt Payment&quot; clause)</td>
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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)).

<table>
<thead>
<tr>
<th>In-State Office Address same as Home Office Address</th>
<th>In-State Office Address same as Notice Address</th>
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</thead>
<tbody>
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<td></td>
<td>(check only one)</td>
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</tbody>
</table>
I. Scope of Solicitation

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

GENERAL PROVISION

Midlands Technical College Procurement Office reserves the right to reject any and all quotes in and to waive any and all technicalities and to cancel this solicitation.

Unit Prices: Unit prices will govern over extended prices unless otherwise stated in notice.

Offeror’s Qualifications: Offerors must, upon request of the College furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The College reserves the right to make the final determination as to the bidder’s ability to provide the products or services requested herein.

Offeror’s Responsibility: Each Offeror shall fully be acquainted with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this quotation. It is expected that this will sometimes require on-site observation. The failure or omission of Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to the quote or to the contract.

Award Criteria: The contract shall be awarded to the lowest responsible and responsive Offeror(s) whose quote meets the requirements and criteria set forth in the Request for Quote.

Award will be made to one vendor for the entire quantity.

Award will be made to the lowest responsible and responsive offeror.

II. GENERAL CONDITIONS

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/procurement (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.
ASSIGNMENT: No contract may be assigned or transferred without the written consent of the College.

CONTRACT DOCUMENTS & 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.

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)]

DEFAULT: In case of default by the Contractor, the College reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

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.

ESTIMATED QUANTITY - UNKNOWN (JAN 2006): The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm(). Section 11-57-310 requires the government to provide a person ninety days written notice
before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

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.

PAYMENT (JAN 2006): (a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

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 any state 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.

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, 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, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

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).

**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.

**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.

**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.

**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.


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)]

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.

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

TERMINATION: Subject to the provisions below, the contractor may be terminated for any reason by the College providing a thirty-day advance notice in writing is given to the contractor.
TERMINATION FOR CAUSE: Termination by the College for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

TERMINATION FOR CONVENIENCE: In the event that this contract is terminated or cancelled upon request and for the convenience of the College may negotiate reasonable termination costs, if applicable.

In order to receive the South Carolina/United States made, manufactured or grown end-product preference, you may check the appropriate space(s) provided on the face of the quotation form. This preference does not apply to services.

Any contract entered into by the College resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The College reserves the right to withhold payment or make such deductions as may be necessary to protect the College from loss or damage because of defective work, claims, damage or to pay for repair or correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

The College shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above reference information as the College’s position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements of the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1520 of the South Carolina Consolidated Procurement Code.

The College reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the College reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The successful contractor assumes sole responsibility and shall hold harmless the College, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees and agents under this agreement. The College agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the College, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user. Upon award of a contract
under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statues may be exempt or exclude the successful Offeror from requirements that it be authorized an/or licensed to do business in the State, by submission of this signed quote, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

SPECIAL CONDITIONS

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 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] laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

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? □ Yes □ NO
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? □ Yes □ NO
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? □ Yes □ NO
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
□ Traditional minority
□ Traditional minority, but female
□ Women (Caucasian females)
□ Hispanic minorities
□ DOT referral (Traditional minority)
□ DOT referral (Caucasian female)
□ Temporary certification
□ 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 minority business.)

III. Scope of Work / Specifications

Print 69,854 Harbison Theatre Season Brochures

Print job also includes:

1 Tabbing: 66,854 with three clear tabs per brochure

2 Mailing: Inkjet, Mail Prep, NCOA 66,854. Agency will provide indicia and mail list.

3 Shipping: 66,854 delivered to the post office and 3000 locally to one address.

Cost must include shipping.

Absolutely no subcontracting.

For questions regarding this specifications, please contact Debi Schadel, Phone number 803-348-8861.
### IV. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

**Solicitation No.:** MTC-RFQ-0855

<table>
<thead>
<tr>
<th>Item</th>
<th>Commodity / Service</th>
<th>Quantity</th>
<th>Unit Of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>966-62</td>
<td>69,854</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description:** Printing of Harbison Theatre Season Brochure

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 _____

<table>
<thead>
<tr>
<th>Item</th>
<th>Commodity / Service</th>
<th>Quantity</th>
<th>Unit Of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>615-49</td>
<td>66,854</td>
<td>See Below</td>
<td>EA</td>
<td></td>
</tr>
</tbody>
</table>

**Description:**
- Tabbing: 66,854 with three clear tabs per brochure
- Mailing: 66,854 Inkjet, Mail Prep, NCOA (agency will provide indicia and mail list)
- Shipping: 66,854 delivered to the post office and 3,000 locally to one address.

Check here if applying for the Resident Vendor Preference _____

**Total Cost**

**NOTE:** The total cost MUST be filled in on Cost Schedule Printing Specifications Sheet (Page 10).

### V. Attachments to Solicitation

STATE OF S.C. PRINTING SPECIFICATION SHEET COST SCHEDULE PRINTING SPECIFICATIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION IRAN DIVESTMENT ACT OF 2014
**STATE OF S.C. PRINTING SPECIFICATION SHEET**

The S.C. Government Printing Services Manual (1-1-98) shall be made a part of all Printing Procurement by reference. MARK THE BOXES AND FILL IN THE BLANKS THAT ARE APPLICABLE. SEE ATTACHED SPECIFICATIONS.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>AUTHORIZED SIGNATURE</th>
</tr>
</thead>
</table>

**DESCRIPTION:** Brochures

**AGENCY CONTACT:** Debi Schadel

**PHONE NUMBER:** 803-348-8861

**QUANTITY (per issue):** 69854  **ISSUES (per year):** 1  **FLAT SIZE:** 10.5 x 7.75  **FOLDED SIZE:** 5.25 x 7.75

**PAGES:** 20  **PLUS COVER**  **SELF COVER**  **OTHER:**

**STOCK:**

- **Cover:** 100 # silk cover (sterling)
- **TEXT:** 100 # silk text (endurance)

**INK:**

- **TEXT:**
  - 1 Color
  - 2 Color
  - 3 Color
  - 4 Color Process
  - 5 Color
  - 6 Color
  - Other:
  - Bleeds (No.)

- **COVERS 1 & 4 - (Front & Back):**
  - 1 Color
  - 2 Color
  - 3 Color
  - 4 Color Process
  - 5 Color
  - 6 Color
  - Other:
  - Bleeds (No.)

- **COVERS 2 & 3 - (Inside Front & Inside Back):**
  - 1 Color
  - 2 Color
  - 3 Color
  - 4 Color Process
  - 5 Color
  - 6 Color
  - Other:
  - Bleeds (No.)

**MECHANICAL:** Composition and Layout provided by -

- Printer
- Agency
- Camera Ready
- Negatives Furnished

- Other: pdf ready

**MEDIA:**

- Electronic Transmission -
  - Modem
  - E-mail
  - Other:

- Media Format -
  - IBM Comp.
  - Macintosh
  - Other: eps or pdf
  - File Copied to Media
  - File Printed to Media

- Media Type-
  - 3.5" Floppy
  - 44/88/200/270 Syquest
  - EZ 135 Syquest
  - 3.5" Magneto Optical
  - 5.25" Magneto Optical
  - 5.25" Compact Disk
  - Iomega ZIP
  - Iomega Jazz
  - Other: ftp

- Layout Program -
  - Quark Express (Vers. #)
  - PageMaker (Vers. #)
  - Other: Indesign

- Graphics Program -
  - Illustrator (Vers. #)
  - Freehand (Vers. #)
  - PhotoShop (Vers. #)
  - Other: Indesign

- Typefaces provided by -
  - Vendor
  - Agency
  - Typeface Brand:

- Color Separating by -
  - Vendor
  - Agency

- Color Trapping by -
  - Vendor
  - Agency

**PRINTER:**

- PostScript
- PCL
- Other:

**Imaging Resolution Required -**

- 600 dpi
- 1200 dpi
- 2400 dpi
- Other:

**B&W SCANS:**

- Line Screen Required:
- Scan Resolution Required:
- Size: (No.)
- Size: (No.)

**FOUR-COLOR SCANS/**

- Line Screen Required:
- Scan Resolution Required:

**SEPARATIONS:**

- Provided by:
  - Printer
  - Agency
  - Min. size (No.):
  - ½ Page (No.):
  - Full Page (No.):

- Agency will provide:
  - Transparency
  - Print
  - Art
  - Other:

- Type of proof:
  - Match Print
  - Dye Sublimation
  - Other contract/imposition

- PROOFS:
  - Laser (Sets):
  - Page (Sets):
  - Blueline (Sets):
  - Other contract/impositions

**FOLDING:**

- Yes
- No
- Type saddle stitch

- Perforations (No.)

**BINDING:**

- Saddle Stitch
- Perfect Bind
- Side Staple
- 3 Hole Drill
- Collated

- Plastic Bind (Color):
- Wire Bind
- Other

**PACKAGING:**

- Boxed 5000 per box
- Wrapped per pkg.
- Shrink Wrapped per pkg.

**COPY READY DATE:** May 1, 2015  **DELIVERY DATE REQUIRED:** mailed no later than May 16, 2015

- Inside Delivery
**COST SCHEDULE**

Printing Specifications

<table>
<thead>
<tr>
<th>Total Cost For Job/Issue</th>
<th>$ ____________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Date</td>
<td>__________________</td>
</tr>
<tr>
<td>Vendor</td>
<td>__________________</td>
</tr>
<tr>
<td>Authorized Signature</td>
<td>__________________</td>
</tr>
</tbody>
</table>

Optional costs will be used to adjust the cost for changes to specifications. All items marked must be filled out or bid may be rejected for being non-responsive.

- [ ] Cost per 2000 for additional quantities at pressrun $ ____________
- [ ] Cost per 2000 for less quantities at pressrun $ ____________
- [ ] Cost per reprint in lots of 2000 within one year of award $ ____________
- Cost per signature to:
  - [ ] Add 2 page signature $ ____________
  - [ ] Delete 2 page signature $ ____________
  - [ ] Add 4 page signature $ ____________
  - [ ] Delete 4 page signature $ ____________
  - [ ] Add 8 page signature $ ____________
  - [ ] Delete 8 page signature $ ____________
  - [ ] Add 16 page signature $ ____________
  - [ ] Delete 16 page signature $ ____________
- [X] Cost per page for negative and re-stripping $ ____________
- [X] Cost for customer alteration:
  - Laser Proof $ ____________
  - Page/Blueline (per line) $ ____________
  - Cost per B&W Scan:
    - Minimum $ ____________
    - Half Page $ ____________
    - Full Page $ ____________
  - Cost per duotone:
    - Minimum $ ____________
    - Half Page $ ____________
    - Full-Page $ ____________
  - Cost per color separation:
    - Minimum $ ____________
    - Half-Page $ ____________
    - Full-Page $ ____________

**Additional Information:**

- This job also includes:
  - Tabbing 66854 with three clear tabs
  - Mailing: inkjet, mail prep, addressing, NCOA 66854 of the total order.
  - Shipping: 66854 delivered to the post office and 3000 locally to one address,
  - For questions regarding please contact Debi Schadel
  - Cost must include shipping
  - Absolutely no subcontracting
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 Employer Identification Number (FEIN): _________________________________________

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

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both. Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

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

If Corporate officer, state title: _________________________________

_________________________ (Name - Please Print)
Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT
A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS
Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed $10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

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

Our Internet address is: www.sctax.org
W-9
Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name disregarded entity name, if different from above

Check appropriate box for federal tax classification:
- [ ] Individual/sole proprietor
- [ ] C Corporation
- [ ] S Corporation
- [ ] Partnership
- [ ] Trust/estate

Exemptions (see instructions):
- [ ] Exempt payee code (if any)
- [ ] Exemption from FATCA reporting code (if any)

Print or type See Specific Instructions on page 2.

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requestor’s name and address (optional)
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 How to get a TIN on page 3.

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

Social security number ▶

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 Services (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, or 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 IRS.gov 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 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 requestor) 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 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.
IRAN DIVESTMENT ACT OF 2014
(S.C. Code Ann. §§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm. Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

<table>
<thead>
<tr>
<th>Vendor Name (Printed)</th>
<th>State Vendor No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By (Authorized Signature)</th>
<th>Date Executed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Printed Name and Title of Person Signing