



REQUEST FOR QUOTE

Solicitation Number: **MTC-RFQ-0885**
 Date Issued: **March 3, 2016**
 Procurement Officer: **Wayne McRant**
 Phone: **(803) 822-3202**
 E-Mail Address: mcrantw@midlandstech.edu
 URL: www.midlandstech.edu/procurement

DESCRIPTION: **PROVIDE FORD TRANSIT CARGO VAN - R2 C**

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

SUBMIT OFFER BY(Opening Date/Time): **March 15, 2016 at 11:00 A.M.** See provision entitled "Deadline For

NUMBER OF COPIES TO BE SUBMITTED **One Original**

QUESTIONS MUST BE RECEIVED BY:

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 Room 119 1260 Lexington Drive, West Columbia, SC 29170
CONFERENCE TYPE: DATE & TIME:	LOCATION:

See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on The award, this solicitation, and any amendments will be posted at the following web address: http://www.midlandstech.edu/procurement
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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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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)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

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)

- I. SCOPE OF SOLICITATION**
- II. GENERAL CONDITIONS**
- III. SCOPE OF WORK/SPECIFICATIONS**
- IV. BIDDING SCHEDULE / COST PROPOSAL**
- V. ATTACHMENTS TO SOLICITATION**

I. SCOPE OF SOLICITATION

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

The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The offeror must include with his quote, supporting product data sufficient for the College to determine equality and acceptability. The right is reserved to reject any offering in which the items offered are considered unsatisfactory in any manner. The College will determine if minor deviations from the listed features are acceptable.

GENERAL PROVISIONS

Midlands Technical College reserves the right to reject any and all quotes in whole or in part, to waive all technicalities and to cancel the solicitation.

UNIT PRICE GOVERNS (JAN 2006):

In determining award, unit prices will govern over extended prices unless otherwise stated.

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.procurement.sc.gov (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 (FEB 2015): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

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.

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.

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

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

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 & INTEREST (FEB 2015): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and

waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

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]

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.

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. 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. 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.

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

possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

Questions may be emailed to: mcrantw@midlandstech.edu. Address the subject line of your email as follows: **QUESTIONS: MTC-RFQ-0885**

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 A PAPER OFFER OR MODIFICATION (MAR 2015): Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

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 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.

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.

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

SPECIAL CONDITIONS

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

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] 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 each minority business.)

INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

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 (MIL) Department picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

PROTEST - CPO - MMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, State Fiscal Accountability Authority 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.

III. SCOPE OF WORK / SPECIFICATIONS

FORD TRANSIT CARGO VAN MODEL R2 C SPECIFICATIONS

EQUIPMENT: The Cargo Vans shall be equipped with all standard equipment as specified by the manufacturer for this model, and shall comply with all EPA Emission standards and all motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles.

INTERIOR: Vinyl, Roof height 72”.

CAPACITY: Payload capacity shall not be less than 3,500 lb. and GVWR not less than 9,400 lb. (1 ton). Minimum Cargo Volume of 260 Cu. Ft.

WHEELBASE: Not less than 148 in.

ENGINE: Flex Fuel with a minimum of 250 HP.

TRANSMISSION: Automatic - Four (4) speed minimum.

WINDOWS: Side and rear door glass.

SIDE DOORS: Hinged (With interior trim)

REAR DOORS: Double-swing out (With interior trim)

TIRES: Five (5), Standard factory recommended steel belted radials, to include full size spare.

COLOR: Standard factory colors.

FLOOR COVING: HD Rubber Mats black

FORD TRANSIT VAN MODEL R2 C

FACTORY INSTALLED ITEMS

The following items shall be furnished in addition to, or in place of, the regular standard equipment and will be "Factory Installed", unless otherwise specified:

1.	Air Conditioning w/ Tinted Glass
2.	Alternator - 100 AMP Minimum
3.	AM/FM Stereo Radio
4.	Battery - 525 CCA Minimum
5.	Cruise Control
6.	Interior Door Trim Panels – On All Doors
7.	Intermittent Wipers
8.	Mirrors – Dual Low Mount (RH Convex)
9.	Radio Noise Suppression (Standard State Spec)
10.	Seat - Front Passenger with Air Bag
11.	Trailer Towing Package (Standard State Spec)

STANDARDIZED SPECIFICATIONS

The following 10 specifications are applicable if they are listed as “Factory Installed Items” (included in the “Base Price”) or “Option Equipment” (Add or Deduct Pricing). If they are not referenced by the spec item name (example: Tow Package) in the individual vehicle spec, they do not apply. Should it be necessary to deviate from a standard spec, the deviation(s) will be expressly stated within the individual vehicle spec. The individual vehicle spec takes precedence over the standardized vehicle spec. Unless stated otherwise in an individual vehicle’s specification, the following standardized specifications apply:

IMPORTANT NOTICE: Contractors should review purchase orders carefully for items such as drawbar, pin, clip and shank configuration information as well as anything else needing further description for that order as provided in the contract documents. They should notify the governmental entity when needed information is missing. This office will require delivery of all specified items unless the governmental entity provides specific notice of relief from same in writing. **THESE TYPE ITEMS ARE INCLUDED IN THE CONTRACT PRICES!**

1. **TOW PACKAGE** ****FACTORY INSTALLED****: Factory installed hitch plus all necessary components to match or exceed the maximum rated towing capacity of vehicle are to be included. Wiring will include everything necessary to hook-up both 4 way and 7way wiring harnesses. Contractor to provide (**at no additional charge**) the drawbar, pin, clip, ball, and shank configuration specified by the owner when each order is placed (example: Dept. of Natural Resources standard configuration unless specified otherwise on their purchase order is as follows: Drawbar w/2” drop, pin, clip, and 2” ball w/ 1” solid shank).

NOTE: If the drawbar, pin, clip, and shank configuration is inadvertently left off a purchase order, it does not relieve the contractor of the requirement to provide same as specified in the contract documents.

2. **STEP BAR – ENTRY / EGRESS:** On level ground, where the vertical clearance from the ground to door threshold (place where the driver and passenger(s) place their foot when entering the cab) exceeds nineteen inches, a 3 inch diameter step bar shall be installed on both sides of the vehicle so the ground clearance to the bar does not exceed nineteen inches. For vehicles with extended, quad, or crew cabs, an extended or double step bar shall be installed that services entry to and egress from all doors. In all cases, overall manufacturer desired vehicle ground clearance must be maintained. The bar shall be the type customarily manufactured and marked for this purpose. It may be factory, dealer, or approved up-fitter installed. The step bar shall be a BULLY single, extended, or double step bar, or equal. **For vans and utilities (SUV’s)** with steps that exceed nineteen inches, a full running board type step with a platform measuring no less than six inches deep must be installed to allow entry and egress from all side doors (including all doors mounted on drivers side.) A step is not required for rear door access.

Step Bar Color: Black Powder Coated.

OEM molded plastic running boards are acceptable (black).

3. **DAYTIME RUNNING LIGHTS:** If standard equipment, daytime running lights are to be made inoperable prior to delivery on vehicles purchased by law enforcement entities.

4. **MIRRORS – EXTENDED, BREAKAWAY:** The primary mirror will be a minimum of 6” x 14”. The convex mirror will be a minimum of 5”. The purpose of the mirror is to improve the driver’s view to the rear when towing and backing.

5. **TIRES:** Tires will be mounted with black walls turned to the outside. All tire walls with contrasting colors such a white walls, red walls, raised white letters, etc. will be turned to

the inside. The buying governmental entity may reject delivery if black walls are not turned to the outside.

6. **THREE (3) KEYS:** Three (3) complete sets of keys are to be provided for each vehicle delivered. The cost for same is included in the base price. This requirement applies to all types of key systems (traditional 2 key sets, traditional 1 key, programmable 1 key, etc.). Does not apply to keyless entry remote unless integrated into the key. All systems of the vehicle must function with the third key with the exception of remote entry.

7. **FLOOR MATS:** Unless stated otherwise in the individual vehicle specifications the following applies:

A. **When floor mats are available through the manufacturer, the mats provided will be either the manufacturer’s mats or equal. The equal must meet or exceed the manufacturer’s mat fit and quality characteristics. This applies to both carpeted and rubber/vinyl mats. If an equal is being offered, it will be identified in the offer as a dealer installed item.**

B. Vehicles with carpeted interiors will include high grade factory carpeted floor mats or equal.

C. Vehicles that do not have carpeted interiors will include high quality, heavy duty rubber/vinyl floor mats.

D. In the event required floor mats (listed as a factory installed item in the individual vehicle specification) are not available through the manufacturer; high quality, heavy duty floor mats will be offered and identified in the offer as a dealer installed item. The floor mat type will be the same as that listed in the individual vehicle specification (rubber/vinyl or carpeted).

NOTE: Should a vehicle with carpeted interior specify rubber or vinyl floor mats, the mats will be high quality, heavy duty rubber/vinyl mats. Item A (above) applies.

8. **ENGINES – GASOLINE / UNLEADED / E10:**

For gasoline powered vehicles and equipment, fuel system components and gasoline engines shall be compatible with E10 ethanol blends, minimum. These engines are to perform as follows:

No noticeable degradation in vehicle drivability,
Minimal impact on vehicle operating efficiency (defined to be no more than 10% decrease in fuel economy)

Maintenance sensors and warning systems are to display normally (example: use of E10 is not to cause the check engine light to display)

NOTICE: The State has transitioned to the E10 Unleaded Fuel Blend. The fuel contracts reflect same.

9. **FUEL SYSTEM:** For Diesel powered vehicles and equipment, fuel system components and Diesel engines shall be compatible with B20 bio-diesel blends, minimum.
10. **HEAD RESTRAINTS:** All outboard seating positions shall have factory installed head restraints via head rests or high back seats. The head restraints shall meet all requirements of U. S. Department of Transportation National Highway Traffic Safety Administration and Federal Motor Vehicle Standards.

NOTE: If head restraints are not available, the contactor shall provide each ordering governmental entity notification from the manufacturer verifying that head restraints are not available. **If head restraints are available from the manufacturer as either a standard or option item, they must be included in the offer and incorporated into the base price of the vehicle.**

The College is requesting Quotations to provide, Cargo Van. Contact: **Wayne McRant (803) 822-3202** mcrantw@midlandlands.edu or **Mike Proctor (803) 822- 3217** proctorm@midlandlands.edu for site visit and other information.

For more information concerning preferences se the SC Procurement Code, Section 11-35-1524(d) and General Conditions of this solicitation.

IV. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Solicitation No.: MTC-RFQ-0885					
Item	Commodity / Service	Quantity	Unit Of Measure	Unit Price	Extended Price
1	070-92	1	EA		
Description: FORD TRANSIT CARGO VAN - R2 C See specifications.					

Grand Total	
--------------------	--

The Bidder certifies that all vehicles include all standard and factory installed items as specified.
 Yes No

V. ATTACHMENTS TO SOLICITATION

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-1450 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 803-898-1350 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 803-898-1450.



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

I-312
(Rev. 7/28/06)
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.

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

If Corporate officer state title: _____

(Name - Please Print)

33231010

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.

<i>Vendor Name (Printed)</i>	<i>Taxpayer Identification No.</i>
<i>By (Authorized Signature)</i>	<i>State Vendor No.</i>
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

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

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

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

OFFEROR'S CHECKLIST (JUN 2007)

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

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

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION.
DO NOT mark your entire bid/proposal as confidential, trade secret, or protected!
DO NOT include a legend on the cover stating that your entire response is not to be released!

- Have you properly acknowledged all amendments?

Instructions regarding how to acknowledge an amendment should appear in all amendments issued.

- Make sure your bid/proposal includes a copy of the solicitation cover page.
Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response!

After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!

Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]