DESCRIPTION: Agriculture based business economic study.

USING GOVERNMENTAL UNIT: TRI-COUNTY TECHNICAL COLLEGE

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

SUBMIT OFFER BY (Opening Date/Time): 10/22/2014 2:00 pm

QUESTIONS MUST BE RECEIVED BY: 10/9/2014 2:00 pm

NUMBER OF COPIES TO BE SUBMITTED: One (1) original and three (3) copies

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

MAILING ADDRESS: Tri-County Technical College
PO Box 587
Pendleton, S.C. 29670

PHYSICAL ADDRESS: Tri-County Technical College
Ruby Hicks Building Room 114
7900 Highway 76
Pendleton, SC 29670

See "Submitting Your Offer" provision

CONFERENCE TYPE: None Scheduled
LOCATION: Not Applicable

As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions

AWARD & AMENDMENTS
Award will be posted at http://www.tctc.edu/Content/About_TCTC/PurchasingSolicitation/Solicitation.xml on approximately 11/3/2014. The award, this solicitation, and any amendments will also be posted on the website above.

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:
(See "Deadline for Submission of Offer" provision)
□ Sole Proprietorship
□ Partnership
□ Corporation (tax-exempt)
□ Corporate entity (not tax-exempt)
□ Government entity (federal, state, or local)
□ Other _________________________

(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
(See "Signing Your Offer" provision.)

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

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

TAXPAYER IDENTIFICATION NO.
(See "Taxpayer Identification Number" provision)

STATE VENDOR NO.
(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
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 (%)

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)
1. SCOPE

Tri-County Technical College (TCTC) is a two-year community college located in Pendleton, SC. The College enrolls approximately 7,000 credit students and 11,000 continuing education students per year. We are interested in procuring services of a consulting firm with experience in economic development and agri-based businesses to perform data research, focus groups, and individual surveys of needs and business markets within the three counties included in the planning area (Anderson, Pickens, and Oconee), located in northwestern South Carolina.

2. INFORMATION FOR OFFERORS

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: http://www.tctc.edu/Content/About_TCTC/PurchasingSolicitation/Solicitation.xml. (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.

AWARD NOTIFICATION Notice regarding the College’s intent to award a contract will be posted at the location specified on the Cover Page.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting Your written quotation, You are offering to enter into a contract with Tri County Technical College. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

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

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

BOARD AS PROCUREMENT AGENT (JAN 2004) (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
(1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
(2)(i) Has been authorized, in writing, to act as agent for the offeror’s principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term “principals” means the person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal];
(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not...
participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through
(a)(3) of this certification.
(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed
statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
(i) Offeror and/or any of its Principals-
(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any
state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them
for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public
(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of
offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false
statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any
of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any
public (Federal, state, or local) entity.

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render,
in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is no
to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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]

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement
Code, is available at http://www.scstatehouse.net/code/statmast.htm. The South Carolina Regulations are available at:

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or
typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the
solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

CONTENTS OF OFFER (RFP) – SPO (JAN 2006): (a) Offers should be complete and carefully worded and should convey
all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise
description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity
of content. (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with
your offer should be bound in that single volume. (d) If your offer includes any comment over and above the specific
information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation’s contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

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)]

DEFINITIONS (JAN 2006): EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror.

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

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

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

YOU and YOUR means Offeror.

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

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

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

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

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor’s judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

DISCUSSIONS & NEGOTIATIONS (NOV 2007): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(i)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal.

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

DUTY TO INQUIRE (JAN 2004) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly...
and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State’s attention.

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

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

OPENING PROPOSALS – PRICES NOT DIVULGED (JAN 2006): In competitive sealed proposals, prices will not be divulged at opening. [§ 11-35-1530 & R. 19-445.2095(c) (1)]

PROTESTS (JUNE 2006): Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled “Protest-CPO”. [Section 11-35-4210]

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.

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

RESPONSIVENESS / IMPROPER OFFERS (JAN 2004)

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

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

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

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at www.procurement.sc.gov) For that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends is protected by Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends is protected by Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any information not marked, as required by these bidding instructions, as a “Trade Secret” is not a trade secret as defined by the Trade Secrets Act. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your offer contains such information, you must be sure to mark it properly. Offeror must mark every page, or portion thereof, that Offeror contends is a “Confidential” or “Trade Secret” or “PROTECTED”. (All references to S.C. Code of Laws.)

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the College or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to the College or its employees, agents or officials prior to award.

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.

STATE OFFICE CLOSINGS (JAN 2004) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/myscgovweb/weather.html

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-410. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to discuss this procurement activity in any way with the College or its employees, agents or officials prior to award.

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.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, “Minority Business Credit.” A copy of the subcontractor’s certificate from the Governor’s Office of Small and Minority Business (OSMBA) is to be attached to the contractor’s income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor’s Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

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.

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

Tri-County Technical College (TCTC) is interested in procuring services of a consulting firm with experience in economic development and agri-based businesses to perform data research, focus groups, and individual surveys of needs and business markets. The consulting firm will work with TCTC and our grant team whom are responsible for achieving results on a grant-funded planning project.

The consulting firm must work closely with the recipients and partners on the grant to identify agriculture-based businesses and closely related businesses in the three counties included in the planning area (Anderson, Pickens, and Oconee), which is located in northwestern South Carolina. In addition, the consulting firm must perform data research, focus groups, and individual surveys of needs and markets for these businesses and assimilate the data collected into a report of findings.

The consulting firm must be familiar with the other State and Regional associations that relate to these agri-based businesses and other SC economic development initiatives and incorporate these resources to the best advantage of the tri-county agri-businesses as they expand market opportunities.

In addition, the selected consulting firm should have sufficient experience to evaluate the needs of the population of the agri-based businesses relative to use of a SC Department of Health and Environmental Control (DHEC) approved industrial kitchen owned by TCTC. The consulting firm will report, from an examination of the equipment and condition of the kitchen, how viable agri-based businesses in the tri-county area could use the facility for preparation and canning of marketable SC Grown products, and/or as an agri-based business incubator. In addition, provide recommendations for the optimal location and additional equipment, etc. for an “ideal use” of the kitchen.

The data collected will be used to create the planning strategy for implementing growth in agri-based businesses in the three counties. All of the above will be incorporated into a full report of findings and recommendation of 3-year strategy and definition of the resources needed to accomplish the plan.

We anticipate a project start date of November 2014. The selected consulting firm will be required to participate in meetings with the grant team either via remote conference call or digital connection as needed. Two regular progress reports will be required of the consulting firm with the first scheduled no later than January 15th, 2015 and the second scheduled no later than March 1st, 2015 via conference call or digital connection or onsite meeting. Planning documents and final report of findings and strategy will be delivered onsite to the team on or before May 15th, 2015. The selected consulting firm will present the final report onsite to the Grant Team and will also provide final documents electronically in .PDF format (email, cloud) and 2 copies on CD-ROM or Thumb drive in .PDF format.

Full proposals should be provided in response to this RFP and should include:

- A list of example projects and summaries of these projects.
- Biographic summary of qualified persons on staff that will be assigned to this project.
- References of clients from past project work.
- A schedule of activities related to the project.

**Evaluation criteria listed in section 6.**

TCTC reserves the right to purchase all, some or none of these services based on the cost and the availability of funding. Please note, any/all travel related reimbursements that are included within the pricing of the proposal are not to exceed State and GSA Per-Diem rates.

Any expansion of services resulting in an increase in the maximum fee **must have the prior written approval** by TCTC. Full justification with an estimate of revised cost must be provided. The contract maximum will not be exceeded unless there is mutual agreement that the factors justifying the increase are realistic and were not foreseeable at the time of contract negotiations.

Payments may be made per visit or per service and invoices must be sent to Tri-County Technical College, Attn: Accounts Payable, PO Box 587, Pendleton, SC 29670.

**Bidders must be able to ensure their proposed review is complete and all results and recommendations are provided on or before May 15th 2015.**
4. INFORMATION FOR OFFERORS TO SUBMIT

Bidders must submit detailed descriptions of how each of the items listed in Section 3 above will be accomplished and an expected timeline or project schedule. Proposals should include a description of the consultant’s recent experience with such tasks along with the names and telephone numbers of persons to contact for references. Proposals must also provide an overview of the qualifications of the company and/or consultants involved in the proposal.

Bidders should also submit a current W9 with their bid.

Responses must be received on or prior to October 22, 2014 at 2:00 PM in order to be considered responsive. Responses sent by US Postal service must be mailed to Tri County Technical College, Attn: Matt Whitten, PO Box 587, Pendleton, SC 29670. Responses which are sent by a delivery company (ex. UPS, DHL, FedEx) should be delivered to Receiving at Tri County Technical College, Attn: Matt Whitten, 7900 Highway 76, Pendleton, SC 29670. Hand deliveries may be made to this address to the Ruby Hicks Library/Administration Building, Room 114.

Written questions must be submitted by email to mwhitten@tctc.edu prior to 10/9/2014 at 2:00 PM. Answers to written questions and any amendments will be posted on Tri County Technical College’s purchasing website which is http://www.tctc.edu/visitors_media/purchase/index.htm. Please do not call with questions, verbal questions will not be answered.

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this Request for Proposal including a current W9.

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.)

OFFSHORE CONTRACTING (JAN 2006)

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror’s response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

(a) What type of work is being contracted offshore? ___________________________
(b) What percentage (%) of the total work is being contracted offshore? __________
(c) What percentage (%) of the total value of the contract is being contracted offshore? __________
(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.
5. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006) To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

6. AWARD CRITERIA

Award will be made to one offeror. Award will be made to the responsible and responsive bidder with the highest score based on the qualifications stated in this document.

Right to Reject

The College reserves the right to reject any and all proposals submitted and to request additional information from all proposers. Any award made will be made to the consultant which, in the opinion of management of the College, is best qualified.

AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the College.

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

Technical/Performance
- Projects show clear evidence of prior experience with developing agriculture-based business strategies which incorporate government, quasi-government, non-profits and community organizations and resources that work with agriculture-based businesses.
- At least five comparable economic development studies were conducted for projects in South Carolina or neighboring states.

Qualifications
- Minimum of 10 years of experience performing comparable economic development studies
- References that show depth of qualifications and substantiate their experience in economic development.
- Proposed staff resources show experience with economic development in SC and agri-based projects.
- Credentials of the proposed staff resources show appropriate training and experience in researching and compiling data to develop a thorough study culminating in a report of findings that is actionable.

Functional/Implementation Plan
- Proposal clearly addresses and demonstrates a clear understanding of the requirements and the content of the project.
- Proposal shows the submitted timeline of performance will align to the requirements set by TCTC to satisfy the grantor.

Cost
- Although cost is a significant factor, it will not be the dominant factor. Cost will be given more importance when all the other evaluation criteria are relatively equal. If the cost proposed by the highest scoring bidder is substantially higher than the cost proposed by other bidders, cost will be negotiated. If an acceptable cost cannot be reached with the highest scoring bidder, this bidder will no longer be considered and the second highest scoring bidder will then be considered. This process will continue until the evaluation committee is able to reach an acceptable price with a qualified vendor. If there is reason to believe that an unreasonably low proposal has been made, it will be rejected.

NEGOTIATIONS (JAN 2006): The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.
7. TERMS AND CONDITIONS

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

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

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.

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.

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006): Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim.
State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal
counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any
deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation
upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part,
without the prior written consent of Contractor. State shall reasonably cooperate with Contractor’s defense of such suit or
claim. The obligations of this paragraph shall survive termination of the parties’ agreement.

NON-INDEMNIFICATION (JAN 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

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 (MAY 2011): (a) Unless otherwise provided in this Solicitation, 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. (c) Notwithstanding any other
provision, payment shall be made in accordance with S.C. Code Section 11-35-45, 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. (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.

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by College employees, or include the College
in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the
College. The College 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.

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

SETOFF (JAN 2006): The College shall have all of its common law, equitable, and statutory rights of set-off. These rights
shall include, but not be limited to, the College’s option to withhold for the purposes of set-off any moneys due to the
Contractor under this contract up to any amounts due and owing to the College with regard to this contract, any other
contract with any state department or agency, including any contract for a term commencing prior to the term of this contract,
plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee
delinquencies or monetary penalties relative thereto.

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

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.

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

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

8. **PRICE PROPOSAL**

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document:

- You must submit on a separate page a detailed cost sheet which includes your recommended approach, timeline and cost for each deliverable in Section 3. Bidders must also submit an hourly rate for additional services which may be needed.
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.
The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: ________________________________

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

3. Mailing Address: ________________________________

4. Federal Identification Number: ________________________________

5. Hiring or Contracting with:
   Name: __________________
   Address: __________________
   Receiving Rentals or Royalties From:
   Name: __________________
   Address: __________________
   Beneficiary of Trusts and Estates:
   Name: __________________
   Address: __________________

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

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

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

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

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

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

If Corporate officer state title: ________________________________

Mail to: The company or individual you are contracting with.
Form W-9
Request for Taxpayer Identification Number and Certification

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

Print or type as indicated

See Specific Instructions on page 2.

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.

Part II Certification
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here

Signature of U.S. person ▶

Date ▶

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

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

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

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

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

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income.

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

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 on any foreign partners’ share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.