DESCRIPTION   Video Production Services

The Term “Offer” Means Your “Bid” or “Proposal”.

SUBMIT OFFER BY (Opening Date/Time): 4/22/2014 1:00 PM EST
QUESTIONS MUST BE RECEIVED BY: 4/11/2014 11:00 AM EST  
NUMBER OF COPIES TO BE SUBMITTED: One Original

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

SUBMIT YOUR WRITTEN QUOTE TO EITHER OF THE FOLLOWING ADDRESSES:
MAILING ADDRESS:
Tri-County Technical College
PO Box 587
Pendleton, SC 29670

PHYSICAL ADDRESS:
7900 Highway 76
Ruby Hicks Library/Administration Bldg., Room 114
Pendleton, SC 29670

AWARD & AMENDMENTS 
Award notification will be posted at http://www.tctc.edu/Content/About_TCTC/PurchasingSolicitation/Award_Postings.xml on or about 4/29/14. The award, this solicitation, and any amendments will be posted at the following web address: http://www.tctc.edu/Content/About_TCTC/PurchasingSolicitation/Solicitation.xml

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)

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.)

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

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

COVER PAGE CIO (JAN. 2006)
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)

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<tr>
<th>Area Code-Number</th>
<th>Extension</th>
<th>Facsimile</th>
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E-mail Address

PAYMENT ADDRESS  (Address to which payments will be sent.)
(See "Payment" clause)

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<tr>
<th>Payment Address same as Home Office Address</th>
<th>Payment Address same as Notice Address</th>
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ORDER ADDRESS  (Address to which purchase orders will be sent)
(See "Purchase Orders and "Contract Documents" clauses)

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<th>Order Address same as Home Office Address</th>
<th>Order Address same as Notice Address</th>
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ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

<table>
<thead>
<tr>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
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DISCOUNT FOR PROMPT PAYMENT
(See "Discount for Prompt Payment" clause)

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<th>10 Calendar Days (%)</th>
<th>20 Calendar Days (%)</th>
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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)).

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<th>In-State Office Address same as Home Office Address</th>
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TCTC-14-VideoProduction
Video Production Services

Scope of Work:

Tri-County Technical College is requesting quotes for Video Production Services. We desire a company to produce two sets of videos for Tri-County Technical College. Specifications and details are included below:

Community Partner Video Series, Health Ed and Business & Public Services

Series of videos featuring testimonials by our community partners. The overall concept is that we will identify a community partner (WYFF or AnMed for example). The partner will be agreeable to allow us to film for two half-days in their facility to obtain both B-Roll footage, as well as to video a manager (two maximum) who can speak to the performance of the college’s graduates at this location. The on-location filming would also include at least one but no more than three graduates who can speak to the training they received at Tri-County and how it prepared them for their role at the Company. An additional video would be shot on-campus and would include a video of the program director speaking to the partnership(s) and demonstrating (with current students) the state-of-the-art equipment. Nothing will be scripted, as we desire a conversational tone accomplished through expert editing and finishing. Quote should include the services of an “off-camera” interviewer. Video should be “forward-thinking,” using technology, After Effects (or similar program) and animation to help present the college in the best possible light.

- Half-Day Visit to College to plan and begin development of storyboard.
- Two Half-Day Visits at Predetermined Organizations. For the initial visit, Tri-County will line up a tour of the company and, based on that tour and conversations, will work with selected videographer to discuss desired footage highlights. For second half-day visit, Tri-County will line up on-camera participants, which will include one to two managers in the company and one to three graduates who work there. NOTE: most companies will require that they see an advanced copy of the video to ensure nothing proprietary is included.
- Half-Day Video Shoot at College: on-location filming, featuring TCTC program director, current students and current training equipment. TCTC will line up on-camera participants (no more than three).
- Initial drafts of videos due two weeks from final film date. College may request adjustments during this phase.
- Finished products: one (1) 30-second television commercial style video that informs and engages and (1) 60-90 second spot for the website that goes into greater detail. (Prospects would see the commercial and then see the “more information” video on the website.)
- Tentative focus for these projects will be Media Technology Arts, Medical Laboratory Technician, Medical Assisting, Management, Criminal Justice, Surgical Technology, Administrative Office Technology, and one to two others.

TOTAL: Up to 8 videos. MUST BE COMPLETE BY JUNE 13, 2014.

Transfer and Articulation Video Series

Series of videos featuring testimonials by colleges and universities who have transfer and articulation agreements with our College. The 4-year institution will be agreeable to allow us to film for two half-days on their campus to obtain both B-Roll footage, as well as to video a college representative (two maximum) who can speak to the performance of the college’s graduates upon transferring to their location. The on-location filming would also include at least one but no more than three TCTC graduates who can speak to the foundation they received at Tri-County and how it prepared them for their program. An additional video would be shot on Tri-County’s campus and would include a video of the program director speaking about the foundational courses students receive. Nothing will be scripted, as we desire a conversational tone accomplished through expert editing and finishing. Quote should include the services of an “off-camera” interviewer. Video should be “forward-thinking,” using technology, After Effects (or similar program) and animation to help present the college in the best possible light.
• Half-Day Visit to Tri-County to plan and begin development of storyboard.
• Two Half-Day Visits at Predetermined four-year colleges and universities. For the initial visit, Tri-County will line up a tour of the university and, based on that tour and conversations, will work with selected videographer to discuss desired footage highlights. For second half-day visit, Tri-County will line up on-camera participants, which will include one to two university representatives and one to three graduates who attend there.
• Half-Day Video Shoot at College: on-location filming, featuring TCTC program director, current students. TCTC will line up on-camera participants (no more than three).
• Initial drafts of videos due two weeks from final film date. College may request adjustments during this phase.
• Finished products: one (1) 30-second television commercial style video that informs and engages and (1) 60-90 second spot for the website that goes into greater detail. (Prospects would see the commercial and then see the “more information” video on the website.)
• Tentative focus for these projects will be:
  o Pre-Pharmacy program at Presbyterian College.
  o BS in Human Services and Business Administration at Southern Wesleyan, as well as other programs
  o Bridge to Clemson program
  o Veterinary Technology AAS – Clemson University Animal and Veterinary Sciences BS program, Concentration in Equine Business or Animal Agribusiness
  o Medical Laboratory Technology AAS – Clemson University Microbiology-Biomedicine (Accelerated BS) program
  o Transfer program with USC-Upstate, USC (Columbia), Limestone, Erskine, Anderson.

TOTAL: Up to 10 videos. MUST BE COMPLETE BY JUNE 13, 2014.

OVERALL REQUIREMENTS – Offerors must meet the following requirements, especially higher education experience and ownership of equipment listed below. Offerors who do not meet the requirements below should not submit a quote, as they will be deemed non-responsive and/or non-responsible. Offerors must submit a reference list and list of all equipment owned by offeror to demonstrate that requirements below are met. Offerors should provide a statement for each bullet point below to demonstrate each requirement is met.

• Must have two (2) years previous experience creating engaging videos specifically for higher education organizations (provide link to related videos).
• Must have minimum 5 years of experience in general video production, including HD.
• Must be able to provide financial documentation if requested as proof of business solvency.
• Must be willing to storyboard all videos during pre-production.
• Must own HD professional cameras capable of shooting 1080i, preferably a 3CCD camera and a DSLR.
• Must own at least two cameras described above to ensure different angles in single shoot.
• Must own 3-point lighting capabilities and lavalier microphones to ensure professional video results.
• Must own and provide backdrops as needed.
• Must have at least three-person professional team (two video experts and interviewer, at a minimum).
• Must be able to provide licensed music for final products.
• Must be willing to provide professional voice over for narration if applicable.
• Must be able to edit with Final Cut Pro or Adobe Premiere.
• Must be able to deliver motion graphics using Adobe After Effects.
• Must deliver initial draft within two weeks of final filming.
Please submit a quote for both the Community Partner Video Series and Transfer and Articulation Series, specifying a cost for each on the Bidding Schedule/Cost Sheet included in this bid. Please submit a detailed description of your company including your experience. You must submit a list \textbf{three (3) higher education references} for whom you have completed similar projects in the last two (2) years. References should include the name of the college or university, a contact name with phone and email address. You must also submit a detailed list of all equipment \textit{owned} by your company. Please include your W9 with your quote. The awarded vendor must provide a Certificate of Insurance showing General Liability, Workers Compensation and Automobile Liability coverage to the College upon award.

Questions must be emailed to kdoherty@tctc.edu \textbf{no later than April 11, 2014 at 11:00 AM}. Quotes \textbf{must be received by April 22, 2014 at 1:00 PM}. Responses may be emailed to kdoherty@tctc.edu, mailed to Tri-County Technical College, Attn: Kristal Doherty, PO Box 587, Pendleton, SC 29670 or hand-delivered to Kristal Doherty at Tri-County Technical College, Ruby Hicks Library/Administration Building, Room 114, Pendleton, SC 29670. If sending via common carrier (such as FedEx, UPS, etc.) the delivery address is Tri-County Technical College, Attn: Kristal Doherty, 7900 Highway 76, Pendleton, SC 29670.
Bidding Schedule/Cost Sheet

Costs listed below must include all services specified in the Scope of Work.

<table>
<thead>
<tr>
<th>ITEM AND DESCRIPTION</th>
<th>Cost</th>
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<tr>
<td>Line Item 1</td>
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<tr>
<td>Community Partner Video Series</td>
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<td>Line Item 2</td>
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<tr>
<td>Transfer and Articulation Series</td>
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<td>Total of Both Series</td>
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* Do not include Sales Tax

Resident Vendor Preference  Line 1_____     Line 2 _____

SC End Product Preference  Line 1 _____     Line 2 _____

US End Product Preference Line 1 _______     Line 2 _____
(Please read instructions on Page 2 and in Section II B prior to claiming preferences.)

By signing this document, you agree that you will comply with all specifications in the bid unless specifically stated in your response, you certify that you meet all requirements specified in the bid and you agree to all stated Terms and Conditions.

Vendor: _______________________________________

Authorized Signature: ___________________________

Date: _________________________________________

Additional Information:
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2006)

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

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

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

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

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

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

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

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


DEADLINE FOR SUBMISSION OF OFFER (JAN 2006) 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(G)]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2006) 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
ETHICS ACT (JAN 2006) By submitting an Offer, You certify that You are in compliance with South Carolina’s Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

QUESTIONS FROM OFFERORS (JAN 2006): (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.

Written questions may be emailed to kdoherty@tctc.edu prior to 4/11/2014 11:00 AM EST.

REJECTION/CANCELLATION (JAN 2006) The College may cancel this solicitation in whole or in part. The College may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2006) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.

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

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this document. Vendors should also submit a W9 form. Responses are due no later than 4/22/2014 1:00 PM EST.

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

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

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

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. § 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.

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.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006) Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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.

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.

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.
OFFEROR’S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your 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 PROPOSAL TO MAKE SURE YOUR 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 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 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.**

- **CHECK TO ENSURE YOUR 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! THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE INSTRUCTIONS UNDER THE HEADING “SUBMISSION OF QUESTIONS”.”

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, **not** against this checklist. You do not need to return this checklist with your response.
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.)

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.

________________________ (Seal) ________________________________ Date

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

If Corporate officer state title: _____________________________________________

__________ (Name - Please Print)
Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other □ Exempt from backup withholding

Address (number, street, and apt. or suite no.) Requester’s name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid substantively similar to this Form W-9 is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

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

Social security number of

Employer identification number

Part II  Certification

Under penalties of perjury, I certify that:

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

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends or 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.)

Signature of U.S. person

Date

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.

For federal tax purposes you are considered a person if you are:

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-5(a) and 7(a) for additional information.
- Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding on Nonresident Aliens and Foreign Entities).
- Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise becomes a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Cat. No. 02311X  Form W-9 (Rev. 1-2008)