

 THE CITADEL THE MILITARY COLLEGE OF SOUTH CAROLINA	Solicitation Type	Request for Quotation
	Solicitation Number	Q0019-JW-08/27/2009
	Date Issued	August 6, 2009
	Procurement Officer	John L. Walker, CPPO
	Phone	843-953-6861
	E-Mail Address	John.walker@citadel.edu

DESCRIPTION: The Citadel intends to purchase and install graphics for The Seignious Hall Facility Enhancement Project. This is Phase I of the overall effort to improve this facility in order to recruit and retain current and future players, as well as recognize and motivate former players and alumni to return and support our program. Facilities play a vital role in Division I football programs.

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

SUBMIT OFFER BY: **August 21 at 3:00 PM**

: See provision entitled "Deadline For Submission Of Offer"

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

QUESTIONS MUST BE RECEIVED BY:

: See provision entitled "Questions From Offerors"

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

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
The Citadel Procurement Office 171 Moultrie ST. Charleston, SC 29409	The Citadel Procurement Services Central Supply Warehouse Charleston SC 29409

See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on August 24, 2009 . This solicitation, and any amendments will be posted at the following web address: http://www.citadel.edu/procurement/vendors/current-solicitations.html
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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

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.

OFFEROR'S HOME OFFICE ADDRESS (Address for the offeror's principle place of business)		
CITY	STATE	ZIP CODE
PHONE	FACSIMILE	E-MAIL
STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)		
TAXPAYER IDENTIFICATION NO. (See provision entitled Taxpayer Identification Number)		

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 payment will be sent) (See "Payment" clauses)	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)

ACKNOWLEDGEMENT OF AMENDMENTS Offerors acknowledges receipt of amendment by indicating amendment number and its date of issue. See "Amendment to Solicitation " Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days(%)
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PREFERENCE - SC RESIDENT VENDOR PREFERENCE (June 2006): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office * in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at all time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law	OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____
	*ADDRESS AND PHONE OF IN-STATE OFFICE
	In- State Office Address same as Home Office address In -State Office address same as Notice Address (CHECK ONLY ONE)

PREFERENCE - SC/US END-PRODUCT (June 2005) 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. And end-product is the item 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 (B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies 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.	IF THIS PREFERENCE APPLIES TO THIS PROCURMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACE ON THE BIDDING SCHEDULE.
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I. Scope of Solicitation

The Citadel intends to purchase and install graphics for The Seignious Hall Facility Enhancement Project. This is Phase I of the overall effort to improve this facility in order to recruit and retain current and future players, as well as recognize and motivate former players and alumni to return and support our program. Facilities play a vital role in Division I football programs.

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

FUNDS NOT AVAILABLE (JAN 2006): **The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. The Citadel has the right to cancel this contract prior to award without any obligation to the contractor should funding not be available.**

II. INSTRUCTIONS TO OFFERORS:

A. General Instructions

AMENDMENTS TO SOLICITATION (AUG 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.citadel.edu/proc/index.shtml> (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

AWARD NOTIFICATION (JUNE 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors

responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (AUG 2004) By submitting Your Bid or Proposal, You are offering to enter into a contract with The Citadel. 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 (AUG 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 Citadel acting on behalf of The Citadel pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and The Citadel. 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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a)

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph

(a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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: <http://www.scstatehouse.net/coderegs/statmast.htm>.

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.)

DEADLINE FOR SUBMISSION OF OFFER (AUG 2004) Any offer received after the procurement officer of The Citadel 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 Citadel's mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DEFINITIONS (AUG 2004) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION. FOR ADDITIONAL DEFINITIONS, SEE THE TERMS AND CONDITIONS BELOW.

(1) **AMENDMENT** - means a document issued to supplement the original solicitation document.

(2) **BOARD** - means the South Carolina Budget & Control Board.

(3) **BUYER** - means the Procurement Officer.

(4) **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.

(5) **OFFER** - means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."

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

(7) **PROCUREMENT OFFICER** - means the person, or his successor, identified as such on the Cover Page.

- (8) YOU and YOUR - means Offeror.
- (9) SOLICITATION - means this document, including all its parts, attachments, and any Amendments.
- (10) STATE - means the Using Governmental Unit(s) identified on the Cover Page.
- (11) 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.
- (12) 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)].
- (13) WORK- means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligation under the Contract..

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 (AUG 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 Citadel's attention.

ETHICS ACT (JAN 2004) 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.

OMIT TAXES FROM PRICE (AUG 2004) Do not include any taxes in Your price that the state may be required to pay.

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". [§ 11-35-4210]

PUBLIC OPENING (JAN 2004) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (Aug 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. 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 Citadel 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 (AUG 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. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(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 Citadel 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) Unbalanced Bidding. The Citadel may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt

that the bid will result in the lowest overall cost to the The Citadel even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (AUG 2004) By submitting an Offer, You agree not to discuss this procurement activity in any way with any The Citadel or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

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.scmd.org/myscgovweb/weather.html>

SIGNING YOUR OFFER (AUG 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 venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION (August 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 contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words

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

SUBMITTING YOUR OFFER OR MODIFICATION (AUG 2004) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved 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) Each Offeror must submit the number of copies indicated on the Cover Page. (c) 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. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) 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 MINORITY FIRMS (AUG 2004) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. 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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. 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. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with State Minority Firms.

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.

B. Special Instructions:

DESCRIPTIVE LITERATURE - LABELLING (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

DISCUSSIONS WITH BIDDERS (JAN 2006) After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

DISCUSSION WITH OFFERORS (JAN 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

MAGNETIC MEDIA WITH DEMONSTRATION / PRESENTATION (JAN 2006): Compact discs included with your offer may include a demonstration of the proposed solution and/or a presentation of your offer. The following formats are acceptable: Power Point, .qt, .mpeg, .mpg, .miv, .asf, .asx, .ra, .ram, .rm, .rmm, .aif, .aifc, .aiff, .mov, .avi, .au, .snd, or .wav formats. If you use another format, the compact disc must include a self-executing viewer or player, with instructions.

MAIL PICKUP (JAN 2006): The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

OFFERING BY LOT (JAN 2006): Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

III. Scope of Work / Specifications

DELIVERY / PERFORMANCE LOCATION - PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

INSTALLATION (JAN 2006): Contractor shall install all items acquired pursuant to this contract as follows: [all Federal, State, County, and local municipality building codes]

1.0 Scope

- 1.1 The Citadel intends to purchase and install graphics for The Seignious Hall Facility Enhancement Project. This is Phase I of the overall effort to improve this facility in order to recruit and retain current and future players, as well as recognize and motivate former players and alumni to return and support our program. Facilities play a vital role in Division I football programs.

2.0 **Items in this proposal include**

- 2.1 Design, Print, and Install Commercial Grade Vinyl Wallpaper in Wall Graphic (treated with protective lacquer) in Area 1-Wall A-1st Floor Seignious Hall
- a. Graphic Design
 - i. Incorporates Citadel images, artwork, and graphic rendered images of team photos, cadet gallery, mascots, Citadel logos and graphic themes representative of Citadel Football. Photoshop, Adobe Illustrator Professional required.
 - ii. Design must avoid alignment problems-avoid running small text across seams- seams should be carefully planned. Critical design elements must be at least 2-4" from edges.
 - iii. Individual image files scanned, re-sized as necessary to incorporate into image. File set-up and RIP charges to be included.
 - b. Size of Graphic: 13' x 6'8.5" (Installed above chair mold)
 - c. Installation:
 - i. Wall Preparation-Walls must be cleaned and prepared.
 - ii. Installation- Seams to be butted, not overlapped.
 - iii. Post-Installation- 24-48 hours after installation, a water-based lacquer is rolled on to give surface additional protection. Additional "sizing" coating may be required depending on installer's judgement.
- 2.2 Design, Print, and Install Design, Print & Install Commercial Grade Vinyl Wallpaper Wall Graphic (treated with protective lacquer) in Area 1- Wall B- 1st Floor Seignious Hall
- a. Graphic Design-
 - i. Incorporates Citadel images, artwork, and graphic rendered images of team photos, cadet gallery, mascots, Citadel logos and graphic themes representative of Citadel Football. Photoshop, Adobe Illustrator Professional required.
 - ii. Design must avoid alignment problems- avoid running small text across seams- seams should be carefully planned. Critical design elements must be at least 2-4" from edges.
 - iii. Individual image files scanned, re-sized as necessary to incorporate into image. File set-up and RIP charges to be included.
 - b. Size of Graphic: 15' 8" x 6'8.5" (Installed above chair mold)
 - c. Installation:
 - i. Wall Preparation- Walls must be cleaned and prepared.
 - ii. Installation- Seams to be butted, not overlapped
 - iii. Post-Installation- 24-48 hours after installation, a water-based lacquer is rolled on to give surface additional protection. Additional "sizing" coating may be required depending on installer's judgement.
- 2.3 Design, Print & Mount 4 Large Format Canvas Gallery Prints in Area 1- Wall C- Seignious Hall
- a. Graphic Design- File Preparation and re-sizing, touching up images from jpeg file sources
 - b. Finished print size- 4' w x 5' h
 - c. Mount Canvas Gallery Art prints on 1.25" stretcher bars
 - d. Frame with black outer metal frame (no glass)
 - e. Mounted (4 each) to wall with fixed corner mounts to prevent sway
- 2.4 Design Mount & Install 1 Large Format Photo Collage Image on Commercial Grade Photo Paper and Mount on 6MM Sintra board- Area 1- Wall D
- a. Graphic Design-File Preparation and Re-sizing, Touching up images from jpeg file sources
 - b. Finished print size- 5' w x 5' h
 - c. Mount on 6MM Sintra backer board
 - d. Photo image laminated on both sides for protection & durability
 - e. Supported by wood back frame for permanent mount
 - f. Mounted (1 each) to wall with fixed corner mounts to prevent sway
- 2.5 Design, Print, Mount & Install 2 "Citadel Football" Graphics Above Area 1- Elevator and Guest Stairwell
- a. Design File (Citadel Football Helmet Graphic)
 - b. Print on Photo Paper- Laminated on front side
 - c. Mount on 1/2" Gatorboard
 - d. Install w/ commercial grade double side adhesive
- 2.6 Design, Print and Install Design, Print, & Install Commercial Grade Vinyl Wallpaper Wall Graphic (treated with protective lacquer) in area3- Wall A 2nd Floor Seignious Hall
- a. Graphic Design-

- i. Incorporates Citadel images, artwork, and graphic rendered images of team photos, cadet gallery, mascots, Citadel logos and graphic themes representative of Citadel Football. Photoshop, Adobe Illustrator Professional required.
 - ii. Design must avoid alignment problems- avoid running small text across seams- seams should be carefully planned. Critical design elements must be at 2-4" from edges.
 - iii. Individual image files scanned, resized as necessary to incorporated into image. File set-up and RIP charges to be included.
 - b. Size of Graphic: 10'2" x 6'8.5" (Installed above chair mold)
 - c. Installation:
 - i. Wall Preparation- Walls must be cleaned and prepared.
 - ii. Installation- Seams to be butted, not overlapped.
 - iii. Post-Installation- 24-48 hours after installation, a water-based lacquer is rolled on to give surface additional protection. Additional "sizing" coating may be required depending on installer's judgement.
- 2.7 Design, Print 1 Large Format Photo Image on Commercial Grade Photo Paper and mount on 6MM Sintra board Area 3- Wall C- 2nd Floor Seignious Hall (TEAM PRINT)
- a. Graphic Design- File Preparation and re-sizing, touching up images from jpeg file sources
 - b. Finished print size-5' w x 4' H
 - c. Mount on 6MM Sintra backer board
 - d. Photo image laminated on both sides for protection & durability
 - e. Supported by wood back frame for permanent mount
 - f. Mounted (1 each) to wall with fixed corner mounts to prevent sway
- 2.8 Design, Print & Mount 1 Large Format Canvas Gallery Print in Area 3- Wall B- Seignious Hall (Higgins Team Print)
- a. Graphic Design- Graphic Design, File preparation and re-sizing, touching up images from jpeg file sources
 - b. Finished print size- 4' W x 3' H
 - c. Mount Canvas Gallery Art prints on 1.25 stretcher bars
 - d. Frame with black outer wood frame (no glass)
 - e. Mounted (2 each) to wall with fixed corner mounts to prevent sway
- 2.9 Design, Print & Mount 2 Large Format Canvas Gallery Prints in Area 3- Wall B- Seignious Hall (Collage Print)
- a. Graphic Design- Graphic Design, File Preparation and re-sizing, touching up images from jpeg file sources
 - b. Finished print size- 2' W x 4' H
 - c. Mount Canvas Gallery Art prints on 1.25' stretcher bars
 - d. Frame with black outer wood frame (no glass)
 - e. Mounted (2 each) to wall with fixed corner mounts to prevent sway
- 2.10 Design, Print and Install Commercial Grade Vinyl Wallpaper Wall Graphic (treated with protective lacquer) in Area 4- Wall A- 2nd Floor Seignious all – CITADEL FOOTBALL- ACADEMIC EXCELLENCE
- a. Graphic Design-
 - i. Incorporates Citadel images, artwork, and graphic rendered images of team photos, cadet gallery, mascots, Citadel logos and graphic themes representative of Citadel Football. Photoshop, Adobe Illustrator Professional required.
 - ii. Design must avoid alignment problems- avoid running small text across seams- seams should be carefully planned. Critical design elements must be at least 2-4" from edges.
 - iii. Individual image files scanned, re-sized a necessary to incorporated into image. File set-up and RIP charges to be included.
 - b. Size of Graphic: 28' W x 4'10" Hi (Installed above cubicles)
 - c. Installation:
 - i. Wall Preparation- Wall must be cleaned and prepared
 - ii. Installation – Seams to be butted, not overlapped.
 - iii. Post-Installation- 24-48 hours after installation, a water-based lacquer is rolled on to give surface additional protection. Additional "sizing" coating may be required depending on installer's judgement.
 - d. Print, Laminate & install (5) 9"x12" Wood Photo-Laminate Plaques for Academic All Americans
 - e. Print, Laminate & install (4) 9"x12" Wood Photo-Laminate Plaques for Post Graduate Academic Award Winners
- 2.11 Design, Print & Mount 6 Large Format Canvas Gallery Prints in Area 8- Team Meeting Room-s Seignious Hall (Action Shots)
- a. Graphic Design- Graphic Design, File Preparation and re-sizing, touching up images from jpeg file sources
 - b. Finished print size-5' W x 4' H
 - c. Mount Canvas Gallery Art prints in 1.25 stretcher bars
 - d. Edges Blacked
 - e. Mounted (2 each) to wall with fixed corner mounts to prevent sway
- 3.0 Installation**
- 3.1 Installation of Commercial Vinyl Wallpaper to be included in bid
- 3.2 Post Installation Lacquer coat to be applied 24-48 hours after wallpaper installation
- 3.3 All canvas hanging cleats (to prevent sway), other hardware and/or supplies needed to be included as well as labor to be included in proposal.

IV. Information for Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT GENERAL (JAN.2006)

1. Offeror shall submit a signed
2. Cover Page and Page Two.
3. Special Instruction
4. Qualifications
5. Bidding Schedule /Price Proposal
6. Reference Page

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 contractor and the
Offeror. Attach Service Level Agreement to this document or
paste here. Data provided by the Offeror in regards to this
clause is for information only and will not be used in the
evaluation and determination of an award.

V. Qualifications:

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

SUBCONTRACTOR – IDENTIFICATION (JAN 2006):

If you intend to subcontract with another business for any
portion of the work and that portion exceeds 10% of your
price, your offer must identify that business and the portion
of work which they are to perform. Identify potential
subcontractors by providing the business' name, address,
phone, taxpayer identification number, and point of contact.
In determining your responsibility, the state may evaluate
your proposed subcontractors.

Business' name_____

Address _____,
Phone number _____,
Taxpayer identification number _____,
Point of contact _____

VI. Award Criteria

AWARD BY LOT (JAN 2006): Award will be made by complete lot(s).

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.

CALCULATING THE LOW BID . In determining the low bid, the price will be compared to all bid.

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated

VII. TERMS AND CONDITIONS

A. General

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

BANKRUPTCY (JAN 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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.

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

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.

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

unless the invoice submitted specifies that the late penalty is applicable.

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

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.

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

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.

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.

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.

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

B. Special Terms and Conditions

CHANGES (JAN 2006):

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

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

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

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the

parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

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

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

CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Procurement Officer, a preperformance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or

use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims. (2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles. (3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

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

OR

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

WORKER'S COMPENSATION:

State Statutory Employers Liability \$100,000 Per Acc.
\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

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

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

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

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

DEFAULT (JAN 2006):

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement

Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing

circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006) (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefore, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact

statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this 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.

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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.

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.

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) period is

otherwise authorized in writing by the chief Procurement Officer.

STORAGE OF MATERIALS (JAN 2006): Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation.

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

TERMINATION FOR CONVENIENCE (JAN 2006):

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

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement

Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

WARRANTY – ONE YEAR (JAN 2006): Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation.

VIII. Bidding Schedule / Cost Proposal.

Item #	Unit	Description	Weekly Rental Rate
1	1	Provide all labor and materials to purchase and install graphic for the Seignious Hall Facility Enhancement Project I per the specification identified within this documents. Labor Costs: _____ Material Costs: _____	\$_____
		GRAND TOTAL	\$_____

Name of Company:_____

This contract will be awarded to the lowest responsive /responsible bidder based on the total amount of this contract.

Offerors will also need to provide a time line on this project, to include projected start date, prep time and estimated completion of the entire project.

Please be aware that The Citadel's Athletic Department (Football Office) will need to closely coordinate this project to avoid conflict with use of this facility. The time line will be a major aspect of this coordination. Failure to provide this information may delay award of this contract.

Offerors are to also identify any sub-contractor utilized in competition of this project. Please reference "Sub- Contractor Identification" clause on page 11.

X. Attachments to solicitation.

	STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	I-312 (Rev. 5/7/04) 3323
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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:	
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(Name - Please Print)

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

INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 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.

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

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: <http://www.sctax.org>
/

INCOME TAX CREDIT!!

Reference: SC §12-6-3350 –

Income Tax Credit for State Contractors Having
Subcontracts with MINORITY Firms

Taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a **South Carolina** state contract. The credit is limited to a maximum of \$50,000 annually. A taxpayer is eligible to claim the credit for 10 taxable years beginning with the taxable year in which the credit is first claimed. After the above 10 taxable years, the taxpayer is no longer eligible for the credit regardless of whether or not the taxpayer claimed the credit in a year subsequent to the year in which the credit was first claimed.

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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

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

References: SC §11-35-5010 –
SC §11-35-5230 (B) –

Definition for Minority Subcontractor
Regulations for Negotiating with State
Minority Firms

The subcontractor must be certified as to the criteria of a “Minority Firm” by the Governor’s Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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

BIDDER'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

Review this checklist prior to submitting your bid.
If you fail to follow this checklist, you risk having your bid rejected.

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID 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 HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK AGAIN TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

This checklist is included only as a reminder to help bidders 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.

THIS IS THE END OF THIS DOCUMENT