



**Piedmont Technical College**  
 Materials Management Office  
 PO Box 1467  
 Greenwood, SC 29648  
 Telephone: (864) 941-8314

# Invitation for Bid

**THIS IS NOT AN ORDER**

Quotations are Due No Later Than 2:00 pm <b>January 24<sup>th</sup>, 2014</b>	Send quotation to the above address Attention of <b>Kevin Wells</b>	Quotation Number: <b>PTC-258</b>	Date:  December 19, 2013
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Print Company Name and Address

**If the product preference is applicable follow these instructions:**

Check (X) on the appropriate line: SC End Product \_\_\_\_\_ US End Product \_\_\_\_\_ and indicate by asterisk (\*) next to the item number on the bid schedule for which the preference applies.

**NON-RESIDENT VENDORS ONLY:** Yes \_\_\_\_\_ No \_\_\_\_\_ **we** have read and applied for (or already have) a non-resident taxpayer affidavit (I-312).

**RESIDENT VENDOR PREFERENCE:** Yes \_\_\_\_\_ No \_\_\_\_\_ SC Resident Vendor Preference as defined in Section 11-35-1524 of the SC Consolidated Procurement Code.

S.C. Address: \_\_\_\_\_

Federal I.D. or Social Security No. \_\_\_\_\_ SC Minority Certification Number (If Applicable) \_\_\_\_\_

Submitted by (Print Name) \_\_\_\_\_ Signature \_\_\_\_\_ Telephone \_\_\_\_\_

Item no.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total Price
1	1	Daktronics-Galaxy Series 3220 34 MM RGB Sign and installation per specifications listed:		

	*	Bid must be signed to be accepted!		
	*	Bid Packages can be sent to: Piedmont Technical College Attn: Kevin Wells 620 N Emerald Rd Greenwood, SC 29646 (If sent Fedex, UPS, etc.)		

TOTAL BID AMOUNT  
\$ \_\_\_\_\_

## Electronic Signage for Abbeville Campus Specifications

Piedmont Technical College is requesting bids for two Single/Face Galaxy 3220 34 MM RGB (Color) sign. Unit is to be installed at the Abbeville Campus – Abbeville, SC. Existing brick columns are on site. Dimension between columns for electronic sign -- 8'4" (between brick columns). The installer must furnish metal brackets to support/ secure the electronic sign. All new metal must be primed (metal primer) and painted black. Brackets will be attached to 24"x24" brick columns. (See attached picture for sign placement). A detail of mounting brackets to be furnished to PTC once bid is awarded to approve design. PTC will furnish electricity (2@120v - 20 amp single phase outlets). Installer will be required to make connections from disconnect to sign.

**Bid to include sign, materials, installation, labor, equipment, City Business License, tax, training, software, license key, communication equipment and all other miscellaneous costs.**

Daktronics – Galaxy- Series 3220

Model: **AF -3220-24x64-34-RGB-2V**

Size: 3'0"x7'8"x6"

Charter height – 9" -32"

Color Message Display ( two sides)

### **Specifications:**

Line spacing – 34mm

Cabinet color 2 sided

Display Dimming: automatic, scheduled or manual control

Temperature Sensor

Viewing Angle - 70 degrees horizontal and 30 degrees vertical

Color Capability: 32,768 colors

Contrast Enhance – polycarbonate face - non- reflective black louvers

Cabinet Configuration: rear ventilated with hinged face

Graphic Capability – text, graphics, logos, basic animation, multiple font styles and sizes

Control Software: must be compatible / interface with PTC wireless network system  
Communication Options: Ethernet Fiber Optic, Ethernet CAT 5/6, Ethernet Bridge Radio -  
**Must interface with PTC wireless Ethernet Fiber / bridge radio**  
Communication method– **wireless Ethernet Bridge (connect to PTC internal hardware network – wireless bridge set – provide internal and external wireless radios)**  
Power – 120 volts- single phase  
Training – provide training to users (minimum two hour training session to be arranged by PTC and vendor)  
O&M manuals – provide specifications, operation and maintenance manuals  
Compliance information – UL and cUL listed, UL-Energy Verified, FCC compliance  
Warranty Coverage: 5 year  
Product Support: product support for 10 years

## See existing sign drawing on website, below bid.

A site visit is being held to assure location and confirm measurements/installation needs.  
Please contact Brenda Holland or Chad Teague at 864-941-8332 to check on dates available.

### Questions:

Deadline for receipt of questions regarding this Solicitation:  
January 13, 2014-3:00pm – **Written Only!**

To submit questions or request additional information, send your written question/request to be received in Piedmont Technical College's Procurement Office no later than the date and time shown above.

Send Questions to:	Mail:	Piedmont Technical College Kevin Wells PO Drawer 1467 Greenwood, SC 29648
	Email:	<a href="mailto:wells.k@ptc.edu">wells.k@ptc.edu</a>
	Phone:	(864) 941-8314
	Fax:	(864) 941-8313

**Mark Envelopes, faxes or emails:                      Questions: PTC-258**

### **I.            Scope of Solicitation**

#### Scope

The purpose of this solicitation is to provide a source or sources for goods or services as listed herein. The contract is for a one time purchase and installation.

#### Type of Contract

A contract will be awarded by the Piedmont Technical College Procurement Office in the form of a purchase order for the items indicated and in accordance with the provisions and conditions of this solicitation.

### **II.           Instructions to Offerors**

## **A. General Instructions**

**AMENDMENTS TO SOLICITATION (JUL 2006)** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors which have received a bid package will receive a copy of any amendments issued. (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 (JUL 2006)** Notice regarding the College's intent to award a contract 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 in excess of fifty thousand dollars, 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 (JUL 2006)** By submitting Your Bid, Quotation or Proposal, You are offering to enter into a contract with Piedmont Technical College. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BOARD AS PROCUREMENT AGENT (JUL 2006)** (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 Piedmont Technical College acting on behalf of the College pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the College.

**SUBMISSION OF OFFER:** Offers must be received in the Procurement office in a sealed envelope by date and time stated on cover page.

**DEADLINE FOR SUBMISSION OF OFFER (JUL 2006)** Any offer received after the procurement officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

**DEFINITIONS (JUL 2006)** 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) **COLLEGE** - means Piedmont Technical College
- (5) **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.
- (6) **OFFER** - means the bid, proposal or quotation submitted in response to this solicitation. The terms "Bid" and "Proposal" and "Quotation" are used interchangeably with the term "Offer."
- (7) **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."
- (8) **PROCUREMENT OFFICER** - means the person, or his successor, identified as such on the Cover Page.
- (9) **YOU and YOUR** - means Offeror.
- (10) **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.

**DUTY TO INQUIRE (JUL 2006)** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

**OFFEROR'S RESPONSIBILITY:** Additionally, each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.

**OMIT TAXES FROM PRICE (JUL 2006)** Do not include any taxes in Your price that the College may be required to pay.

**PUBLIC OPENING (JUL 2006)** 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 (JUL 2006)** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. 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 College 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.

**AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing from the College's Procurement Office. The Procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

**RESPONSIVENESS / IMPROPER OFFERS (JUL 2006)** (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 College 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 College 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 college 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 (JUL 2006)** By submitting an Offer, You agree not to discuss this procurement activity in any way with any party except members of the College's procurement office or other parties designated in this solicitation. 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.

**SIGNING YOUR OFFER (JUL 2006)** 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.

**BID ACCEPTANCE PERIOD (JUL 2006)** 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 (JUL 2006)** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JUL 2006)**

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

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a

review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsive.

(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 college, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**DRUG FREE WORK PLACE CERTIFICATION (JUL 2006)** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**ETHICS ACT (JUL 2006)** By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8-13-705, (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

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

**STATE OFFICE CLOSINGS (JUL 2006)** 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 College offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference

**TAXPAYER IDENTIFICATION NUMBER (JUL 2006)** (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 (JUL 2006)** 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.

**SUBMITTING CONFIDENTIAL INFORMATION (JUL 2006)** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. 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 College 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 State 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 Piedmont Technical College, 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 College 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 (JUL 2006)** (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 (JUL 2006)** 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 \$50,000.00 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 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.

**B. Special Instructions**

Bidding Instructions:

Bid as specified.

Include shipping/delivery cost.

Include quote for annual service/maintenance cost.

INCLUDE TOTAL BID AMOUNT

\$ \_\_\_\_\_

**S.C. RVP & SC/US PREFERENCES**

**SOUTH CAROLINA RESIDENT VENDOR PREFERENCE:** A vendor is considered to be a resident of this state if the vendor is authorized to transact business within the state, \*maintains an office in the state, maintains an inventory for expendable items which are representative of the general type of commodities on which the bid is submitted and located in South Carolina at the time of the bid having a total value of ten thousand dollars or more based on the bid price, but not to exceed the amount of the contract, or 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 has paid all assessed taxes. (RE: Section 11-35-1524 of the South Carolina Procurement Code).

I certify that I am a resident vendor meeting all qualifications as defined in Section 11-35-1524 of the South Carolina Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of award on this bid.

In order to make claim for this preference in the award of this bid, the person signing the bid must place their initials here: \_\_\_\_\_.

\*Address phone # of S.C. Office. (Must be completed if making claim)

\_\_\_\_\_ Phone #:

**SC/US MADE, MANUFACTURED OR GROWN END-PRODUCT PREFERENCE:** By signing this bid and checking the appropriate space(s) provided and identified on the bid pricing schedule, vendor certifies that the end-product(s) as shown in this bid are either made, manufactured or grown in South Carolina or other states of the United States. (RE: 11-35-1524))

**NOTE: THESE DO NOT APPLY TO A VENDOR OF GOODS WHETHER IN QUANTITY OR NOT WHEN THE PRICE OF A SINGLE UNIT IS MORE THAN THIRTY THOUSAND DOLLARS (\$30,000.00), whether or not more than one unit is bid or offered or to any solicitation, bid, offer or procurement where the contract award is less than \$10,000.**

**NOTICE – IMPORTANT INFORMATION PERTAINING TO PREFERENCES –**

SC RVP & SC Made Preferences have been increased to 7% effective June, 1997. If a bidder has not requested the preferences he will neither be entitled to claim any preference against another bidder nor will he be protected from application of another bidder's claim to a preference against his bid in determining contract award.

**IX. Attachments to Solicitation**

- 1. Standard solicitation provisions and general contract clauses**
- 2. I-312 – Non Resident Taxpayer Registration Affidavit**
- 3. Bidder's checklist**

**STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES  
FOR  
Piedmont Technical College**

STANDARD SOLICITATION PROVISIONS  
=====

INSTRUCTIONS TO BIDDERS:

WHEN SPECIFICATIONS OR DESCRIPTIVE LITERATURE ARE SUBMITTED WITH YOUR INVITATION FOR BID, ENTER BIDDER'S NAME THEREON.

SUBMIT YOUR SIGNED BID ON THIS FORM. SHOW BID NUMBER ON ENVELOPE AS INSTRUCTED. THE COLLEGE ASSUMES NO RESPONSIBILITY FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES.

DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE. IF DIRECTING ANY OTHER CORRESPONDENCE ADDRESS THE ENVELOPE TO THE PROCUREMENT OFFICER, BUT DO NOT INCLUDE THE BID NUMBER ON THIS ENVELOPE SINCE IT DOES NOT INCLUDE YOUR BID.

BY SUBMISSION OF A BID, YOU ARE GUARANTEEING THAT ALL GOODS AND/OR SERVICES MEET THE REQUIREMENTS OF THE BID DURING THE CONTRACT PERIOD.

UPON SUBMISSION OF A BID BY A STATE AGENCY, THE PROCUREMENT OFFICER WILL COMPUTE A 6% SALES/USE TAX TO THE NON-STATE AGENCY BIDS WHEN APPLICABLE (SERVICE/LABOR EXCLUDED) IN DETERMINING THE LOW BIDDER. THIS PROCEDURE IS NECESSARY BY S.C. TAX COMMISSION SALES AND USE TAX REGULATION 117-174-.95.

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UNIT PRICE GOVERNING: UNIT PRICES WILL GOVERN OVER EXTENDED PRICES UNLESS OTHERWISE STATED IN BID INVITATION.

BIDDERS QUALIFICATION: BIDDERS MUST, UPON REQUEST OF THE COLLEGE, FURNISH SATISFACTORY EVIDENCE OF THEIR ABILITY TO FURNISH PRODUCTS OR SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THESE SPECIFICATIONS. THE COLLEGE'S PROCUREMENT

DEPARTMENT RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION AS TO THE BIDDER'S ABILITY TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED HEREIN.

RISK OF LOSS: THE CONTRACTOR SHALL ASSUME ALL RISK OF LOSS, AND SHALL MAINTAIN INSURANCE COVERAGE ON ALL ITEMS INSTALLED, UP TO THE TIME OF FINAL ACCEPTANCE.

AWARD CRITERIA: THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER(S) WHOSE BID MEETS THE REQUIREMENTS AND CRITERIA SET FORTH IN THE INVITATION FOR BID.

REJECTION: THE COLLEGE RESERVES THE RIGHT TO REJECT ANY BID THAT CONTAINS PRICES FOR INDIVIDUAL ITEMS OR SERVICES THAT ARE UNREASONABLE WHEN COMPARED TO THE SAME OR OTHER BIDS IF SUCH ACTION IS IN THE BEST INTEREST OF THE COLLEGE.

ORDER OF PRECEDENCE: IN THE EVENT OF INCONSISTENCY BETWEEN PROVISIONS OF THIS SOLICITATION, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PRECEDENCE IN THE FOLLOWING ORDER: (A) BID PRICING SCHEDULE, (B) BID SPECIFICATIONS, (C) STANDARD SOLICITATION PROVISIONS/GENERAL CONTRACT CLAUSES, WHETHER INCORPORATED BY REFERENCE OR OTHERWISE, (D) SPECIAL SOLICITATION PROVISIONS/SPECIAL CONTRACT CLAUSES AND (E) INSTRUCTIONS TO BIDDERS.

CORRECTION OF ERRORS ON THIS BID FORM: 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. ERASURES OR USE OF TYPEWRITER CORRECTION FLUID MAY BE CAUSE FOR REJECTION. NO BID SHALL BE ALTERED OR AMENDED AFTER SPECIFIED TIME FOR OPENING.

INDEMNIFICATION: PIEDMONT TECHNICAL COLLEGE, ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL BE HELD HARMLESS FROM LIABILITY FROM ANY CLAIMS, DAMAGES, AND ACTIONS OF ANY NATURE ARISING FROM THE USE OF ANY MATERIALS FURNISHED BY THE CONTRACTOR, PROVIDED THAT SUCH LIABILITY IS NOT ATTRIBUTABLE TO NEGLIGENCE ON THE PART OF THE USING AGENCY OR FAILURE OF THE USING AGENCY TO USE THE MATERIALS IN THE MANNER OUTLINED BY THE CONTRACTOR IN DESCRIPTIVE LITERATURE OR SPECIFICATIONS SUBMITTED WITH THE CONTRACTOR'S PROPOSAL.

RECORDS RETENTION & RIGHT TO AUDIT: THE COLLEGE SHALL HAVE THE RIGHT TO AUDIT THE BOOKS AND RECORDS OF THE CONTRACTOR AS THEY PERTAIN TO THIS CONTRACT, BOTH INDEPENDENT OF, AND PURSUANT TO, S.C. CODE SECTION 11-35-2220. SUCH BOOKS AND RECORDS SHALL BE MAINTAINED FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF FINAL PAYMENT UNDER THE CONTRACT.

THE COLLEGE MAY CONDUCT, OR HAVE CONDUCTED, PERFORMANCE AUDITS OF THE CONTRACTOR. THE STATE MAY CONDUCT, OR HAVE CONDUCTED, AUDITS OF SPECIFIC REQUIREMENTS OF THIS BID AS DETERMINED NECESSARY BY THE COLLEGE.

PERTAINING TO ALL AUDITS, CONTRACTOR SHALL MAKE AVAILABLE TO THE COLLEGE ACCESS TO ITS COMPUTER FILES CONTAINING THE HISTORY OF CONTRACT PERFORMANCE AND ALL OTHER DOCUMENTS RELATED TO THE AUDIT. ADDITIONALLY, ANY SOFTWARE USED BY THE CONTRACTOR SHALL BE MADE AVAILABLE FOR AUDITING PURPOSES AT NO COST TO THE COLLEGE.

DISCUSSION WITH BIDDERS: DISCUSSION MAY BE CONDUCTED WITH APPARENT RESPONSIVE BIDDERS FOR THE PURPOSE OF CLARIFICATION TO ASSURE FULL UNDERSTANDING OF THE REQUIREMENTS OF THE INVITATION FOR BIDS.

GENERAL CONTRACT CLAUSES

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DEFAULT: IN CASE OF DEFAULT BY THE CONTRACTOR, THE COLLEGE RESERVES THE RIGHT TO PURCHASE ANY OR ALL ITEMS IN DEFAULT IN THE OPEN MARKET, CHARGING THE CONTRACTOR

WITH ANY ADDITIONAL COSTS. THE DEFAULTING CONTRACTOR SHALL NOT BE CONSIDERED A RESPONSIBLE BIDDER UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

NON-APPROPRIATIONS: ANY CONTRACT ENTERED INTO BY THE COLLEGE OR ITS DEPARTMENTS, INSTITUTIONS, AGENCIES, POLITICAL SUBDIVISIONS OR OTHER ENTITIES RESULTING FROM THIS BID INVITATION SHALL BE SUBJECT TO CANCELLATION WITHOUT DAMAGES OR FURTHER OBLIGATION WHEN FUNDS ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE TO SUPPORT CONTINUATION OF PERFORMANCE IN A SUBSEQUENT FISCAL PERIOD OR APPROPRIATED YEAR.

CONTRACT ADMINISTRATION: QUESTIONS OR PROBLEMS ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO PIEDMONT TECHNICAL COLLEGE, DIRECTOR OF PROCUREMENT, PO BOX 1467, GREENWOOD, SC 29648.

FORCE MAJURE: THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS IF THE FAILURE TO PERFORM THE CONTRACT ARISES OUT OF CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. SUCH CAUSES MAY INCLUDE, BUT ARE NOT RESTRICTED TO ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, AND UNUSUALLY SEVERE WEATHER BUT IN EVERY CASE THE FAILURE TO PERFORM MUST BE BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. IF THE FAILURE TO PERFORM IS CAUSED BY DEFAULT OF A SUBCONTRACTOR, AND IF SUCH DEFAULT ARISES OUT OF CAUSES BEYOND THE CONTROL OF BOTH THE CONTRACTOR AND SUBCONTRACTOR, AND WITHOUT THE FAULT OR NEGLIGENCE OF EITHER OF THEM, THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS FOR FAILURE TO PERFORM, UNLESS THE SUPPLIES OR SERVICES TO BE FURNISHED BY THE SUBCONTRACTOR WERE OBTAINABLE FROM OTHER SOURCES IN SUFFICIENT TIME TO PERMIT THE CONTRACTOR TO MEET REQUIRED DELIVERY SCHEDULE.

SAVE HARMLESS: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). THE SUCCESSFUL BIDDER SHALL INDEMNIFY AND SAVE HARMLESS PIEDMONT TECHNICAL COLLEGE AND ALL COLLEGE OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL SUITS OR CLAIMS OF ANY CHARACTER BROUGHT BY REASON OF INFRINGING ON ANY PATENT, TRADE MARK OR COPYRIGHT. BIDDER SHALL HAVE NO LIABILITY TO THE COLLEGE IF SUCH PATENT; TRADE MARK OR COPYRIGHT INFRINGEMENT OR CLAIM IS BASED UPON THE BIDDER'S USE OF MATERIAL FURNISHED TO THE BIDDER BY THE COLLEGE.

PUBLICITY RELEASES: CONTRACTOR AGREES NOT TO REFER TO AWARD OF THIS CONTRACT IN COMMERCIAL ADVERTISING IN SUCH A MANNER AS TO STATE OR IMPLY THAT THE PRODUCTS OR SERVICES PROVIDED ARE ENDORSED OR PREFERRED BY THE USER.

QUALITY OF PRODUCT: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). UNLESS OTHERWISE INDICATED IN THIS BID IT IS UNDERSTOOD AND AGREED THAT ANY ITEM OFFERED OR SHIPPED ON THIS BID SHALL BE NEW AND IN FIRST CLASS CONDITION, THAT ALL CONTAINERS SHALL BE NEW AND SUITABLE FOR STORAGE OR SHIPMENT, AND THAT PRICES INCLUDE STANDARD COMMERCIAL PACKAGING. FOR INFORMATION TECHNOLOGY PROCUREMENTS AS DEFINED IN 11-35-310 OF THE PROCUREMENT CODE, IF ITEMS THAT ARE OTHER THAN NEW (I.E. REMANUFACTURED OR REFURBISHED) ARE DESIRED TO BE BID, THE BIDDER MUST OBTAIN WRITTEN PERMISSION TO BID SUCH ITEMS AT LEAST 5 DAYS IN ADVANCE OF BID OPENING FROM THE PERSON TO WHOM INQUIRIES ARE TO BE DIRECTED AS LISTED ON THE FRONT PAGE OF THE INVITATION FOR BID.

SOUTH CAROLINA GOVERNING LAW CLAUSE: THE AGREEMENT AND ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING TO THE AGREEMENT SHALL, IN ALL RESPECTS, BE INTERPRETED, CONSTRUED, ENFORCED AND GOVERNED BY AND UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA. ALL DISPUTES, CLAIMS, OR CONTROVERSIES RELATING TO THE AGREEMENT SHALL BE RESOLVED EXCLUSIVELY BY THE APPROPRIATE CHIEF PROCUREMENT OFFICER IN ACCORDANCE WITH TITLE 11, CHAPTER 35, ARTICLE 17 OF THE SOUTH CAROLINA CODE OF LAWS, OR IN THE ABSENCE OF JURISDICTION, ONLY IN THE COURT OF COMMON PLEAS FOR, OR A FEDERAL COURT LOCATED IN, RICHLAND COUNTY, STATE OF SOUTH CAROLINA. CONTRACTOR AGREES THAT ANY ACT

BY THE GOVERNMENT REGARDING THE AGREEMENT IS NOT A WAIVER OF EITHER THE GOVERNMENT'S SOVEREIGN IMMUNITY OR THE GOVERNMENT'S IMMUNITY UNDER THE ELEVENTH AMENDMENT OF THE UNITED STATE'S CONSTITUTION. AS USED IN THIS PARAGRAPH, THE TERM "AGREEMENT" MEANS ANY TRANSACTION OR AGREEMENT ARISING OUT OF, RELATING TO, OR CONTEMPLATED BY THE SOLICITATION.

TERMINATION: SUBJECT TO THE CONDITIONS BELOW, THE CONTRACT MAY BE TERMINATED FOR ANY REASON BY THE COLLEGE'S PROCUREMENT DEPARTMENT PROVIDING A 30 DAY ADVANCE NOTICE IN WRITING IS GIVEN TO THE CONTRACTOR.

FOR CONVENIENCE - IN THE EVENT THAT THIS CONTRACT IS TERMINATED OR CANCELED UPON REQUEST AND FOR THE CONVENIENCE OF THE COLLEGE WITHOUT THE REQUIRED THIRTY (30) DAYS ADVANCE WRITTEN NOTICE, THEN THE COLLEGE MAY NEGOTIATE REASONABLE TERMINATION COSTS, IF APPLICABLE.

FOR CAUSE - TERMINATION BY THE COLLEGE FOR CAUSE, DEFAULT OR NEGLIGENCE ON THE PART OF THE CONTRACTOR SHALL BE EXCLUDED FROM THE FOREGOING CONDITIONS; TERMINATION COSTS, IF ANY, SHALL NOT APPLY. THE THIRTY (30) DAYS ADVANCE NOTICE REQUIREMENT IS WAIVED AND THE DEFAULT CLAUSE IN THIS BID SHALL APPLY. (SEE CLAUSE NO. 1)

ASSIGNMENT: NO CONTRACT OR ITS PROVISIONS MAY BE ASSIGNED, SUBLET, OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF THE COLLEGE'S PROCUREMENT DEPARTMENT.

AFFIRMATIVE ACTION: THE SUCCESSFUL BIDDER WILL TAKE AFFIRMATIVE ACTION IN COMPLYING WITH ALL FEDERAL AND STATE REQUIREMENTS CONCERNING FAIR EMPLOYMENT AND EMPLOYMENT OF THE HANDICAPPED, AND CONCERNING THE TREATMENT OF ALL EMPLOYEES, WITHOUT REGARD OR DISCRIMINATION BY REASON OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN OR PHYSICAL HANDICAP. THE FOLLOWING ARE INCORPORATED HEREIN BY REFERENCE: 41 C.F.R. 60-1.4, 60-250.4 AND 60-741.4.

ITEM SUBSTITUTION: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). NO SUBSTITUTES WILL BE ALLOWED ON PURCHASE ORDERS RECEIVED FROM THE COLLEGE WITHOUT PERMISSION FROM THE COLLEGE'S PROCUREMENT DEPARTMENT.

RESTRICTIONS/LIMITATIONS: NO PURCHASES ARE TO BE MADE FROM THIS CONTRACT FOR ANY ITEM THAT IS NOT LISTED OR FOR ANY ITEM THAT IS CURRENTLY AUTHORIZED UNDER ANY OTHER CONTRACT AWARDED PRIOR TO THIS CONTRACT.

PURCHASES FROM OTHER SOURCES: THE COLLEGE'S PROCUREMENT DEPARTMENT RESERVES THE RIGHT TO BID SEPARATELY ANY UNUSUAL REQUIREMENTS OR LARGE QUANTITIES OF THE ITEMS SPECIFIED IN THIS PROPOSED CONTRACT (THE ABOVE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS).

**CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: ANY CHANGE ORDERS, ALTERATIONS, AMENDMENTS OR OTHER MODIFICATIONS HEREUNDER SHALL NOT BE EFFECTIVE UNLESS REDUCED TO WRITING AND APPROVED BY THE BUYER RESPONSIBLE FOR THIS SOLICITATION AND THE CONTRACTOR. ALL QUESTIONS, PROBLEMS OR CHANGES ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO THE BUYER RESPONSIBLE FOR THIS SOLICITATION, AT THE PHONE NUMBER AND ADDRESS SHOWN ON THE COVER PAGE.**

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: THE STATE OF SOUTH CAROLINA REQUIRES ALL CONTRACTUAL ACTIVITIES TO BE IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL MANDATES CONCERNING "PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT". ANY CONTRACTOR DOING BUSINESS WITH THE COLLEGE WILL BE REQUIRED TO DOCUMENT COMPLIANCE AND TO SPECIFY PRUDENT PRACTICES USED BY THE CONTRACTOR TO ADDRESS APPLICABLE MANDATES INCLUDING, BUT NOT RESTRICTED TO "THE HAZARD COMMUNICATION STANDARD" OSHA CFR 1910.1200 (SCRR ARTICLE 1,71-1910.1200). BY SUBMISSION OF THIS BID, THE VENDOR AGREES TO TAKE ALL NECESSARY STEPS TO ENSURE COMPLIANCE WITH THESE REQUIREMENTS.

PAYMENT FOR GOODS & SERVICES: PAYMENT FOR GOODS & SERVICES RECEIVED BY THE COLLEGE SHALL BE PROCESSED IN ACCORDANCE WITH SECTION 11-35-45 OF THE SOUTH CAROLINA PROCUREMENT CODE.

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

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The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner (s) or Corporate Name of Nonresident Taxpayer:

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2. Trade Name (Doing Business As):

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3. Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

4. Federal Identification Number: \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered (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 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 Section 12-9-310 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 12-54-40 (b) (6) (f) (5), I declared that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
(Signature of Owner, Partner or Corporate Officer) (Seal)

Date:

If Corporate officer state title:\_\_\_\_\_

\_\_\_\_\_  
(Name-Please Print)

**IMPORTANT NOTICE**

**APPLIES TO NONRESIDENTS ONLY**

Bidder/Offeror:  
AMENDMENTS

S.C. WITHHOLDING TAX

CODE SECTION 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriations Bill, Part II Amended the Above-Referenced Code Section to eliminate withholding from payments to Nonresident contractors and rental recipients if the Nonresident is registered or registers with the SC Department of Revenue or the SC Secretary of State’s Office. The Nonresident must provide an affidavit to whomever they are contracting with to that effect.

The Affidavit will be retained by the entity or person letting the contract to the Nonresident. In the absence of an affidavit being provided, withholding will be required (Contracts—2%, Rental or Royalty Recipients—7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the Nonresident eliminates the requirement to withhold by those letting contracts to Nonresident as well as the posting of the surety bond by the Nonresident. Enclosed is an affidavit and instructions to be used when contracting with Nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the license and registration section at 803 898-5872 or writing the SC Department of Revenue, Registration unit, Columbia, SC 29214-0140.



**INSTRUCTIONS**  
**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

**REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS**

Code Section 12-9-310 (A) (3) 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 in any one calendar year.

Code Section 12-9-310 (A) (2) 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.

**PURPOSE OF AFFIDAVIT**

A person is not required to withhold taxes 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.

**TERM AND DURATION OF AFFIDAVIT**

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.

# **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.

**Revision: 07/06**

