| | Solicitation Number: | MTC-RFQ-0859 | | | | | |
|---|---|---|--|--|--|--|--|
| MIDLANDS TECHNICAL COLLEGE | Date Issued: | 05/26/15 | | | | | |
| | Procurement Officer: | Rina Drescher | | | | | |
| | Phone: | (803) 822-3209 | | | | | |
| REQUEST FOR QUOTE | E-Mail Address: | | | | | | |
| DESCRIPTION: Compliance Monomian M | URL: | www.midlandstech.edu/procurement | | | | | |
| | DESCRIPTION: Coordinate Measuring Machine The Term "Offer" Means Your "Bid" or "Proposal". | | | | | | |
| SUBMIT OFFER BY (Opening Date/Time): | | at 11:00 A.M. EDST See provision entitled | | | | | |
| Sobirit off Ex D1 (opening Due, finie). | "Deadline For | | | | | | |
| | | | | | | | |
| NUMBER OF COPIES TO BE SUBMITTED | One (1) Origin | al in Hardcopy | | | | | |
| | | | | | | | |
| | | | | | | | |
| SUBMIT YOUR OFFER TO EITHER OF TH | E FOLLOWING ADDRI | ESSES: | | | | | |
| MAILING ADDRESS: | | PHYSICAL ADDRESS: | | | | | |
| Midlands Technical College | Midlands Technic | | | | | | |
| Procurement Office | Reed Hall – Roor | • | | | | | |
| P.O. Box 2408 | 1260 Lexington I | Drive | | | | | |
| Columbia, SC 29202 | West Columbia, S | SC 29170 | | | | | |
| CONFERENCE TYPE: Not Applicable LOCATION: Not Applicable | | | | | | | |
| DATE & TIME: | | | | | | | |
| | | titled "Submitting Your Offer" | | | | | |
| AWARD &Award will be posted at the Physical Address stated above. The award, this solicitation, and anyAMENDMENTSamendments will be posted at the following web address: http://www.midlandstech.edu/procurement | | | | | | | |
| AMENDMENTS amendments will be posted at the following web address: http://www.midlandstech.edu/procurement DRUG FREE WORK PLACE CERTIFICATION (AUG 2004) By submitting an Offer and initialing here, Contractor | | | | | | | |
| | | | | | | | |
| certifies that , if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. (Initial here) | | | | | | | |
| You must submit a signed copy of this form with Your | | | | | | | |
| Solicitation. You agree to hold Your Offer open for a minin NAME OF OFFEROR (Full legal name of bus | siness submitting the offer) | OFFEROR'S TYPE OF ENTITY: | | | | | |
| | siness submitting the orier) | (Check one) | | | | | |
| | | □ Minority Business | | | | | |
| AUTHORIZED SIGNATURE | | □ Sole Proprietorship | | | | | |
| | | □ Partnership | | | | | |
| (Person signing must be authorized to submit binding offer to enter contract TITLE (Business title | on behalf of Offeror named above.) of person signing above) | • | | | | | |
| | or person signing above) | □ Corporation (tax-exempt) | | | | | |
| PRINTED NAME (Printed name of person signing abo | ve) DATE SIGNED | Corporate entity (not tax-exempt) | | | | | |
| | | Government entity (federal, state, or local) | | | | | |
| | | □ Other | | | | | |
| | | (See provision entitled "Signing Your Offer".) | | | | | |
| Instructions regarding Offeror's name: Any award issue | | | | | | | |
| offeror above. An offer may be submitted by only one entity. Do not use the name of a branch office or a divi | | | | | | | |
| separate corporation, partnership, sole proprietorship, et | | ranen of division is not a separate legar entity, i.e., a | | | | | |
| STATE OF INCORPORATION | | identify the state of Incorporation.) | | | | | |
| | | NO | | | | | |
| TAX PAYER IDENTIFICATION NO. | STATE VENDOR | NU. | | | | | |
| (See "Taxpayer Identification Number" provision) | S.C. Vendor No. at www.procurement.sc.gov) | | | | | | |

| | | | | DRESS (Address t e sent.) (See "Notice' | | ement and contract related | |
|--|-------------------------|----------------------------------|-------------------------|--|---|----------------------------|-------------------------------|
| | | | | Number - Ext | ension Fa | ucsimile | Area Code - E-mail Address |
| PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) | | | | DRESS (Address t s and "Contract Docu | | orders will be sent) (See | |
| Payment A | ddress same as l | Home Office Address | check only one) | | dress same as Hom dress same as Noti | | |
| | | AMENDMENT nendments by indica | | mber and its date | of issue. (See "Amen | dments to Solicitat | ion" Provision) |
| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
| | | | | | | | |
| DISCOUNT PROMPT PA (See "Discount f Payment" cl | YMENT for Prompt |) Calendar Days (%) |) 20 Calenda | ar Days (%) | 30 Calendar Days | (%) | _Calendar Days (%) |
| PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <u>www.procurement.sc.gov/preferences</u> . ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] | | | | | | | |
| PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). | | | | | | | |
| | | same as Home same as Notice | | k only one) | | | |

PAGE TWO (SEP 2009)

End of PAGE TWO

SOLICITATION OUTLINE

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

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006):

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

GENERAL PROVISION

Midlands Technical College Procurement Office reserves the right to reject any and all quotes in and to waive any and all technicalities and to cancel this solicitation.

Unit Prices: Unit prices will govern over extended prices unless otherwise stated in notice.

Offeror's Qualifications: Offerors must, upon request of the College furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The College reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

Offeror's Responsibility: Each Offeror shall fully be acquainted with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this quotation. It is expected that this will sometimes require on-site observation. The failure or omission of Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to the quote or to the contract.

Award Criteria: The contract shall be awarded to the lowest responsible and responsive Offeror(s) whose quote meets the requirements and criteria set forth in the Request for Quote.

Award will be made to one Offeror.

Award will be made to the lowest responsible and responsive bidder(s).

II. GENERAL CONDITIONS

AMENDMENTS TO SOLICITATION (JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

ASSIGNMENT: No contract may be assigned or transferred without the written consent of the College.

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening.

DEFAULT: In case of default by the Contractor, the College reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

DISCOUNT FOR PROMPT PAYMENT (JAN 2006): (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

ESTIMATED QUANTITY - UNKNOWN (JAN 2006): The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT & INTEREST (FEB 2015): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

PREFERENCES - A NOTICE TO VENDORS (SEP 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.

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

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

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

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

SUBCONTRACTOR SUBSTITUTION PROHIBITED - **RESIDENT SUBCONTRACTOR PREFERENCE** (**SEP 2009**): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

In order to receive the South Carolina/United States made, manufactured or grown end-product preference, you may check the appropriate space(s) provided on the face of the quotation form. This preference does not apply to services.

Any contract entered into by the College resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The College reserves the right to withhold payment or make such deductions as may be necessary to protect the College from loss or damage because of defective work, claims, damage or to pay for repair or correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

The College shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above reference information as the College's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements of the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1520 of the South Carolina Consolidated Procurement Code.

The College reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the College reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The successful contractor assumes sole responsibility and shall hold harmless the College, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees and agents under this agreement. The College agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the Successful bidder, its directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user. Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statues may be exempt or exclude the successful Offeror from requirements that it be authorized an/or licensed to do business in the State, by submission of this signed quote, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

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.

QUESTIONS FROM OFFERORS (FEB 2015): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral

explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture 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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

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

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute.

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 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 the Federal Government.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION: Subject to the provisions below, the contractor may be terminated for any reason by the College providing a thirty –day advance notice in writing is given to the contractor.

TERMINATION FOR CAUSE: Termination by the College for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty-day advance notice requirement is waived and the default provision in this bid shall apply.

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 a 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.

SPECIAL CONDITIONS

ILLEGAL IMMIGRATION (NOV. 2008) (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1] laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

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.

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? \Box Yes \Box NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \Box Yes \Box NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? \Box Yes \Box 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? \Box Yes \Box 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 minority business.)

Coordinate Measuring Machine Minimum Specifications and Required Accessories:

Manual Movement Minimum Measuring range X-axis 15.75" (400mm) Y-axis 15.75" (400mm) Z-axis 11.81" (300mm) **Resolution** .00002" (0.0005mm) Accuracy (20°C) ISO10360-2;1994 E = (3.0+4.0L/1000) Pm R = 4.0Pm (when using TP20) Clamping method Quick air clamp for each axis Measuring Table Material Granite with Tapped inserts M8 x 1.25 (for clamping workpiece) Minimum Working Area 24" x 31" Work Piece Height at Least 18" **AIR DRYER** KMM-6 (MEMBRANE TYPE) **STAND FOR COMPUTER SYSTEM** MASTER BALL DIA 20MM (CERAMIC/STD) MH20i (Renishaw) Probe Package (Renishaw Part Numbers) **Includes:** - A-4099-0100MH20i Probe Head (54AAB411) - A-1371-0270 TP20 Standard Module (54AAB183) - Manual Probe Head /Std. TP Probe Connection Package (64PKA001) - M-5000-3540 S7 Stylus Tool (153140) - A-5000-7806 M2 1.0mm Ø x 10mm (153138) - A-5000-7807 M2 2.0mm Ø x 10mm (160216) - A-5000-3604 M2 3.0mm Ø x 10mm (153136) - A-5000-4160 M2 3.0mm Ø x 20mm (153137) - A-5000-4154 M2 4.0mm Ø x 20mm (160217) - A-5000-3647 M2 10mm Stylus Extension (160227) Styli Kit Starter Kit (for Renishaw Probe) **Includes:** K651012 1 Stylus steel-ruby M2 1 10 4.5 0.23 1 K651019 1 Stylus steel-ruby M2 2 20 14 0.43 2 K651021 1 Stylus steel-ruby M2 3 20 17.5 0.51 3 K651022 1 Stylus steel-ruby M2 4 20 20 0.51 4 K651038 1 Extension steel M2 - 10 - 0.41 5 K651039 1 Extension steel M2 - 20 - 0.96 6 K651223 2 Pin spanner 1.2 23 - 0.51 7 **Fixture Kit Includes:** Part No. *Qty. Part name* K550110 6 Cylinder head screw M6 x 20 1 Back square mini K550247 1 Stopper element mini K550250 K550262 2 V-block mini K550261 2 Cone receiver mini

K550279 1 Spring clip, \emptyset 8 mm, L = 60 mm

Part No. Qty. Part name

| 1 an 110. Qiy. | |
|----------------|--|
| K550554 | 1 Spring clip, \emptyset 8 mm, L = 40 mm |
| K550563 | 2 Cylinder head screw M6 x 25 |
| K550591 | 8 Washer ø 6,4 mm x ø 17 mm |
| K550716 | 2 Straight pin with thread |
| K550888 | 2 Straight pin ø 6 mm x 20 mm |
| K550889 | 2 Straight pin ø 6 mm x 30 mm |
| K550890 | 2 Straight pin ø 6 mm x 40 mm |
| K551024 | 1 Location pin ø 12 mm x 13 mm |
| K551025 | 1 Location pin ø 12 mm x 25 mm |
| K551026 | 1 Location pin ø 12 mm x 50 mm |
| K551027 | 1 Location pin ø 12 mm x 100 mm |
| K551028 | 1 Location pin ø 20 mm x 13 mm |
| K551029 | 1 Location pin ø 20 mm x 25 mm |
| K551030 | 1 Location pin ø 20 mm x 50 mm |
| K551031 | 1 Location pin ø 20 mm x 100 mm |
| K551032 | 2 Clamping claw eco-fix |
| K551034 | 1 Base plate 250 mm x 250 mm |
| K551035 | 1 Receiver bracket small |
| K551036 | 1 Receiver bracket large |
| K551040 | 1 Adjustable location pin ø 20 mm |
| K551041 | 1 Adjustable location pin ø 12mm |
| K551042 | 3 Location pin ø 12 mm with bore 6 mm |
| K551044 | 1 Receiver bracket $L = 90$; ø 12 mm |
| K551045 | 1 Receiver bracket $L = 120$; ø 20 mm |
| K551046 | 1 Slotted nut for receiver bracket $h = 12 \text{ mm}$ |
| K551047 | 1 Slotted nut for receiver bracket $h = 15 \text{ mm}$ |
| K551050 | 1 Allen key 2 mm |
| K551051 | 1 Allen key 3 mm |
| K551052 | 1 Allen key 4 mm |
| K551053 | 1 Allen key 5 mm |
| K551504 | 1 Double open-ended spanner SW10 |
| | |

Measuring Software equivalent to MCOSMOS MANUAL V4 with a minimum of 2 days training within 150 miles of Columbia SC.

User Manual Grounding Cable, Air Hose (5M), Inspection Certificate, Stand w/Rubber Pads Fine Feed Unit (3 axis set) **5 Year Warranty**

Computer System Dell T3610 64 BIT CPU, WIN 7, W/ 22'' MONITOR DELL Precision T3610

- Base Unit: Dell Precision T3610,MT,425W

- Dimensions: (HxWxD) 16.30" x 6.79" x 18.54"; 414mm x 172.6mm x 471mm
- Bays:

- 2 internal 3.5" hard drive bay

- 1 external 5.25" bay
- 1 external slim line optical bay
- Slots: (all full length)
- 2 PCIe x16 Gen 3
- 1 PCIe x16 Gen 3 wired x8 (half length)
- 1 PCIe x4 Gen 2
- 1 PCIe x1 Gen 2
- 1 PCI 32bit/33MHz
- Processor: Intel® Xeon® processor E5-1607 v2 (Quad Core, 3.0 GHz Turbo, 10 MB)
- Chipset: Intel® C602 series
- Memory: Quad channel 4GB, 1866MHz DDR3 ECC RDIMM
- Video Card: 2GB NVIDIA Quadro® K2000 (see details below)
- Operating System:
- Genuine Windows® 7 Professional English
- Dell Client System Update (Updates latest Dell recommended BIOS, Drivers, Firmware and Apps)
- I/O Ports:
- Front 3 x USB 2.0, 1 x USB 3.0, 1 xMicrophone, 1 x Headphone
- Internal 3 x USB 2.0, 4 x SATA/SAS 3.0Gb/s (2reserved for optical drive's), 2 x SATA 6.0Gb/s
- Rear 3 x USB 2.0, 3 x USB 3.0, 2 x PS2, 1 x Serial, 1 x RJ45, 1 x 1394a (optional via add-in card)
- Hard Drive: 500GB, 7,200 RPM 3.5" SATA 6Gb/s
- Floppy Disk Drive: NONE
- CD/ DVD Drive: 8X DVD+/-RW SATATM
- Speakers: Internal: Chassis Speaker
- Storage Controller (integrated): Integrated Intel AHCI chipset SATA controller (2 x 6Gb/s. 4 x 3.0Gb/s) SW RAID
- Network Controller: Integrated Intel 82579 Gigabit Ethernet controller w/ Remote Wake UP, PXE & Jumbo frames support
- Keyboard: US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black
- Mouse: Dell Optical (Not Wireless), scroll USB (3 buttons scroll) Black Mouse
- Power Cord:125V,2M,C13
- Documentation Diskette: Documentation, English & French
- Warranty
- : Dell ProSupport
- Next Business Day Onsite Service Alter Remote Diagnosis 2 Year Extended
- 7x24 Technical Support
- 7x24 Technical Support, 2 Year Extended
- Next Business Day Onsite Service Alter Remote Diagnosis Initial Year

NVIDIA Quadro K2000 2GB PCIe 2.0 x16 Graphics Card

- MAX Display Resolution: Digital @ 60Hz: 2560x1600
- Shading Architecture: Shader Model 5.0
- API Support: DirectCompute 5.0, DirectX 11, OpenCL, OpenGL 4.3
- Memory:
- Size: 2 GB
- Type: GDDR5 SDRAM
- Bus Width: 128-bit
- Bandwidth: 64GBps
- Bus Type PCI Express Gen 2.0 x16
- Display Support: DisplayPort 1.1a, HDMI 1.3a, and HDCP
- Power Consumption: 51.1 Watt

- Display Connections:
- DVI-I: 1
- DP1.2: 2

Dell UltraSharp 21.5" Flat Panel Monitor

- Optimal Resolution: Full HD resolution, 1920 x 1080 at 60 Hz
- Response time: 8ms
- Viewable size: 21.5" (Diagonal)
- Interfaces:
- 1 Digital Visual Interface connectors (DVI-D) with HDCP
- 1 DisplayPort (DP)
- 1 Video Graphics Array (VGA)
- 1 USB 2.0 upstream port
- 4 USB 2.0 downstream ports
- DC power connector for Dell Soundbar

BRONZE STD 2 YR AGREEMENT CRT-PM-BRT-M, 400/500 – Part # SRVCMM360

Labor and Installation must be included

See Bidding Schedule.

QUALITY – NEW (JAN 2006): All items must be new.

Delivery Location: Midlands Technical College 1260 Lexington Drive West Columbia, SC 29170

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.

END OF SPECIFICATIONS

IV. Bidding Schedule / Price –Business Proposal

New equipment only, no refurbished.

For more information concerning preferences see the SC Procurement Code, Section 11-35-1524(d) and General Conditions of this solicitation. For FAQ on preferences, please visit <u>WWW.PROCUREMENT.SC.GOV/PREFERENCES</u>.

Unit price shall be shown.

| Solicitati MTC-RF | | | | | | |
|---|--|-------------------|-----------------|------------|----------------|--|
| Item | Commodity / Service | Quantity | Unit Of Measure | Unit Price | Extended Price | |
| 1 | 220-43 | 1 | EA | | | |
| Descript | ion: Coordinate | Measuring Machine | e | | | |
| Manufac | Manufacturer: Part #: See Specification and Required Accessories | | | | | |
| Check here if applying for the Resident Vendor Preference | | | | | | |
| Check here if applying for the SC End Product Preference | | | | | | |
| Check here if applying for the US End Product Preference | | | | | | |

| Solicitati MTC-RF | | | | | | |
|---|-----------|----------|-----------------|------------|-----------------------|--|
| Item | Commodity | Quantity | Unit Of Measure | Unit Price | Extended Price | |
| | / Service | | | | | |
| 2 | 220-43 | 1 | EA | | | |
| Description: BRONZE STD 2YR AGREEMENT CRT-PM BRT-M, 400/500 | | | | | | |
| Manufacturer: Part#: SRVCMM360 | | | | | | |
| Resident Contractor Preference | | | | | | |
| Resident Sub-Contractor Preference (2%) Number of Sub-Contractors | | | | | | |
| Resident Sub-Contractor Preference (4%) Number of Sub-Contractors | | | | | | |

| Solicitati MTC-RF | | | | | | |
|---|---|----------|-----------------|------------|----------------|--|
| Item | Commodity / Service | Quantity | Unit Of Measure | Unit Price | Extended Price | |
| 3 | 220-43 | 1 | Job | | | |
| Description: Labor and Installation for Coordinate Measuring Machine. | | | | | | |
| Resident Contractor Preference | | | | | | |
| Resident Sub-Contractor Preference (2%) Number of Sub-Contractors | | | | | | |
| Resident | Resident Sub-Contractor Preference (4%) Number of Sub-Contractors | | | | | |

| Solicitati | on No.: | | | | | | |
|------------------------------|---|----------|-----------------|------------|----------------|--|--|
| MTC-RF | Q-0859 | | | | | | |
| Item | Commodity | Quantity | Unit Of Measure | Unit Price | Extended Price | | |
| | / Service | | | | | | |
| 4 | 220-43 | 1 | Frt | | | | |
| Description: Shipping Charge | | | | | | | |
| Resident | Resident Contractor Preference | | | | | | |
| Resident | Resident Sub-Contractor Preference (2%) Number of Sub-Contractors | | | | | | |
| Resident | Resident Sub-Contractor Preference (4%) Number of Sub-Contractors | | | | | | |

TOTAL BID PRICE \$_____

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-1450 or visit the Department's website at <u>www.sctax.org</u>.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-1350 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-1450.

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



Mail to: The company or individual you are contracting with. The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows: 1. Name of Nonresident Taxpayer:

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

| Mailing Address: |
|---|
| Federal Identification Number: |
| Hiring or Contracting with: Name: |
| Address: |
| Receiving Rentals or Royalties From: Name: |
| Address: |
| Beneficiary of Trusts and Estates: Name: |
| Address: |
| I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box): The South Carolina Department of Revenue Date of Registration: |
| I understand that by this registration, the above named popresident taxpaver has agreed to be subject to the jurisdiction |

- 7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
- 8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

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

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

| | (Seal) | |
|--|--------|------|
| Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) | | Date |
| | | |
| If Corporate officer state title: | | |
| | | |
| | | |
| (Name - Please Print) | | |

33537070

 Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not d to the IDC

| | Revenue Service | | | send to the IRS. |
|---|--|---|---|---|
| | 1 Name (as shown on your income tax return). Name is required on this line; d | o not leave this line blank. | | • |
| e 2. | 2 Business name/disregarded entity name, if different from above | | | |
| Print or type Specific Instructions on page | 3 Check appropriate box for federal tax classification; check only one of the form individual/sole proprietor or C Corporation S Corporation single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S= Note. For a single-member LLC that is disregarded, do not check LLC; che the tax classification of the single-member owner. Other (see instructions) ► | on 🗍 Partnership [S corporation, P=partnership | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.) |
| ific P | 5 Address (number, street, and apt. or suite no.) | B | equester's name a | and address (optional) |
| Spec | | м | idlands Tech | nical College |
| See | 6 City, state, and ZIP code | | rocurement D O. Box 2408, | Department Columbia, SC 29202 |
| | 7 List account number(s) here (optional) | | | |
| | | | | |
| Par | | | Coniclose | |
| backu reside entitie | your TIN in the appropriate box. The TIN provided must match the nan p withholding. For individuals, this is generally your social security nun nt alien, sole proprietor, or disregarded entity, see the Part I instructior s, it is your employer identification number (EIN). If you do not have a r page 3. | nber (SSN). However, for a ns on page 3. For other | a 🗌 | |
| | If the account is in more than one name, see the instructions for line 1 | and the chart on page 4 i | | identification number |
| | ines on whose number to enter. | and the chart of page 4 | | |
| - | | | | - |
| Par | Certification | | | |
| Under | penalties of perjury, I certify that: | | | |
| 1. The | e number shown on this form is my correct taxpayer identification num | ber (or I am waiting for a i | number to be is | sued to me); and |
| Sei | n not subject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failu longer subject to backup withholding; and | | | |
| 3. Iar | n a U.S. citizen or other U.S. person (defined below); and | | | |
| | FATCA code(s) entered on this form (if any) indicating that I am exemption | pt from FATCA reporting i | s correct. | |
| becau interes genera instruc | ication instructions. You must cross out item 2 above if you have been se you have failed to report all interest and dividends on your tax return st paid, acquisition or abandonment of secured property, cancellation ally, payments other than interest and dividends, you are not required to tions on page 3. | n. For real estate transact of debt, contributions to a | tions, item 2 doe in individual reti | es not apply. For mortgage rement arrangement (IRA), and |
| Sign Here | Signature of U.S. person ► | Date | • | |
| Gen | eral Instructions | Form 1098 (home mortg: (tuition) | age interest), 1098 | 8-E (student loan interest), 1098-T |
| | references are to the Internal Revenue Code unless otherwise noted. | Form 1099-C (canceled) | debt) | |
| | developments. Information about developments affecting Form W-9 (such slation enacted after we release it) is at www.irs.gov/fw9. | Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to | | |
| • | ose of Form | provide your correct TIN. | | |
| An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information | | If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2. | | |
| | | By signing the filled-out 1. Certify that the TIN yo to be issued), | 1.4 | rrect (or you are waiting for a number |
| returns | include, but are not limited to, the following: | 2. Certify that you are no | - | - |
| | 1099-INT (interest earned or paid) | | | ling if you are a U.S. exempt payee. If U.S. person, your allocable share of |
| | 1099-DIV (dividends, including those from stocks or mutual funds) 1099-MISC (various types of income, prizes, awards, or gross proceeds) | any partnership income fro | om a U.S. trade or | r business is not subject to the f effectively connected income, and |
| Form brokers | 1099-B (stock or mutual fund sales and certain other transactions by s) | | | this form (if any) indicating that you are t. See What is FATCA reporting? on |

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

IRAN DIVESTMENT ACT OF 2014

(S.C. Code Ann. §§ 11-57-10, et seq.)

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <u>http://procurement.sc.gov/PS/PS-iran-divestment.phtm(.)</u> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

| Vendor Name (Printed) | Taxpayer Identification No. |
|--|-----------------------------|
| By (Authorized Signature) | State Vendor No. |
| Printed Name and Title of Person Signing | Date Executed |