RFQ120720RS Print and Deliver

The Chanticleer Student Newspaper

REQUEST FOR QUOTE

Offer should be submitted to Robin Strickland No later than 08/14/2012 2:00 P.M.

ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING.FOB Destination, Freight Prepaid and included to:

Coastal Carolina University, Conway, S. C. 29526

Please quote your lowest delivered price of the below listed item(s). The Procurement Office reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If an item cannot be furnished, indicate by NO QUOTE
2. All quotes must be signed by the Offeror’s representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
3. No south Carolina sales tax will be paid on freight or labor.
4. The attached Terms and Conditions apply to all quotes and supercedes Vendor’s Terms and Conditions.
5. Offers may be submitted to the Procurement Officer via of fax to (843) 349 – 2184, email robins@coastal.edu or Hand Deliver to Physical Address: 642 Century Circle, Atlantic Hall Building, Conway, SC 29526

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<th>Item</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>1</td>
<td>28</td>
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**Item Description:** Print and Deliver The Chanticleer Student Newspaper

**Tendering Text:** Complete the Cost Schedule Printing Specification Sheet and attach with your bid

**Commodity Contract Preferences**

- Section 11-35-1524(8)(1) - Select USEPP if product is made, manufactured or grown in the US.
- Section 11-35-1524(8)(2) - Select SCEPP if product is made, manufactured or grown in SC.

**INFORMATION FOR OFFERORS TO SUBMIT**

By signing this quote, offeror certifies under penalties of perjury that they have complied with section 12-54-1020(B) of the S.C. code of Laws 1976 as amended pertaining to payment of taxes.

Authorized Signature: __________________________ Printed Name: ______________ Date: ______________

Company Name: _______________________________ Federal Tax Payer ID /SSN: __________________________

Phone Number: _______________________________ Fax Number: __________________ Email Address: __________________________

Mailing Address: ______________________________ City: ______________ State: ______________ Zip: ______________

SC Minority Certification Number (if applicable) __________________________

Vendor’s Best Delivery Date ____ Days ARO (after receipt of order) Vendor’s Discount Terms: ____ % ____ Days

Do you collect SC Sales Tax? [ ] Yes [ ] No SC Tax Registration # (if applicable)

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 qualify for the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(2)(ii)). 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)).

Address & Telephone Number of SC Office if making claim: [ ] In-State Office Address same as Offerors Address

Address: ______________________________ Phone: __________________

**In addition to completing the above information, you must also select the RVP box listed under the RESPONSE section–if you are claiming preference.**

ACKNOWLEDGMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” Provision

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<tr>
<th>Amend. #</th>
<th>Amend. Issue Date</th>
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RFQ120720RS Print and DeliverThe Chanticleer Student Newspaper

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GENERAL CONDITIONS

DEFAULT: In case or default by the Contractor, Coastal Carolina University 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 Contractor until the assessed charge has been satisfied.

INSTRUCTIONS TO OFFERORS - GENERAL INSTRUCTIONS : DEFINITIONS (JAN 2006)

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.
AMENDMENT means a document issued to supplement the original solicitation document.
BUYER means the Procurement Officer.
CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror.
See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].
WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract

AMENDMENTS SOLICITATION (CCU JAN 2004): All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing. The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://www.coastal.edu/procurement.

AWARD NOTIFICATION (CCU JAN 2004): Notice regarding any award or cancellation of award will be posted at the Physical Address stated on cover page. The award, this solicitation and any amendments will be posted at the following web address: http://www.coastal.edu/procurement

DEADLINE FOR SUBMISSION OF OFFEROR (JAN 2004): Any offer received after the Procurement Officer of the University has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office of the Universities mail room which services the procurement office prior to the bid opening.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor’s judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

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

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

QUESTIONS FROM OFFERORS (CCU JAN 2004): Notice (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation’s title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the RFQ, that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESTRICTIONS APPLICABLE TO OFFERORS (CCU JAN 2004): After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the State Agency or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any Using State Agency or its employees, agents or officials prior to award. [02-2A110-1]

RESPONSIVENESS / IMPROPER OFFERS: Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized in the RFQ. Any Offer which fails to conform to the material requirements of the RFQ may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the RFQ may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

INSTRUCTIONS TO OFFERORS - SPECIAL INSTRUCTIONS

MAIL PICKUP: The University’s Mail Services picks up all mail from the US Postal Service once daily around 9:00 a.m. (excluding weekends and holidays), and disseminates the mail to the Procurement office normally by 12:00 p.m. (See provision entitled deadline for Submission of Offer)

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

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
PREPARED TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

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

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

SAMPLES – (CCU): Free samples may be requested for evaluation. If requested, your failure to provide sample(s) may result in rejection of your offer. The Procurement Officer must receive your samples within 2 (two) days of request. You may include your sample(s) to the Procurement Officer either in conjunction with your bid or under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. Send Samples To: Robin Strickland, Atlantic Hall Building, 642 Century Circle, Conway, SC 29526.

UNIT PRICES REQUIRED: Unit price to be shown for each item.

SCOPE OF WORK / SPECIFICATIONS

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

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

See Bidding Schedule
See Attached Printing Specification Sheet and Cost Schedule
INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -GENERAL: Offeror shall submit a signed Cover Page and Bidding Schedule / Price proposal and all other information and documents requested in this RFQ. Please also submit the following information:
Complete the Cost Schedule Printing Specification Sheet

MINORITY PARTICIPATION (JAN 2006)
Is the bidder a South Carolina Certified Minority Business? □ Yes □ NO
Is the bidder a Minority Business certified by another governmental entity? □ Yes □ NO
If so, please list the certifying governmental entity: ____________________________
Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? □ Yes □ NO
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? □ Yes □ NO
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? □ Yes □ NO
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? □ Yes □ NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
□ Traditional minority
□ Traditional minority, but female
□ Women (Caucasian females)
□ Hispanic minorities
□ DOT referral (Traditional minority)
□ DOT referral (Caucasian female)
□ Temporary certification
□ SBA 8 (a) certification referral
□ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

OFFSHORE CONTRACTING (JAN 2006)

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror’s response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:
(a) What type of work is being contracted offshore?
(b) What percentage (%) of the total work is being contracted offshore?
(c) What percentage (%) of the total value of the contract is being contracted offshore?
(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

RECYCLED PRODUCT (JAN 2006):

Offeror shall identify which product(s) is made out of or contains recycled materials. This information will be used for future research.
Items
If the above applies to more than one item, please indicate above.
QUALIFICATIONS

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

SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business’ name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

AWARD CRITERIA

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

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006): If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

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

TERMS AND CONDITIONS – GENERAL

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

DISCOUNT FOR PROMPT PAYMENT (JANUARY 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 a 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.

FIXED PRICE: Prices must remain firm for a period of thirty (30) days beyond the RFQ deadline.
FIXED PRICING REQUIRED (JANUARY 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor’s price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

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

PAYMENT & INTEREST (MAY 2011):
(a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor’s exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 (“an amount not to exceed fifteen percent each year”), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

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

PURCHASE ORDERS (JANUARY 2006): CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM THE USING GOVERNMENTAL UNIT. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

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

TERMS AND CONDITIONS – SPECIAL

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

COMPLIANCE WITH LAWS (JANUARY 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.
**CONTRACTOR PERSONNEL (JANUARY 2006):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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

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

**DEFAULT – SHORT FORM (JANUARY 2006):** The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**ILLEGAL IMMIGRATION (NOV. 2008) :** (An overview is available at [www.procurement.sc.gov](http://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 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. [07-78097-1]

**LICENSES AND PERMITS (JANUARY 2006):** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

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

PURCHASING CARD (JAN 2006): Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

SHIPPING / RISK OF LOSS (CCU JAN 2006): F.O.B. Destination. Destination is the shipping dock of the University's designated receiving site, or other location, as specified herein.

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 non-qualifying 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(8)(4)]

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

TERMINATION FOR CONVENIENCE: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

TERMINATION FOR CAUSE: Termination by the University 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.
VIII. ATTACHMENTS TO SOLICITATION
The following documents are attached to this solicitation:

- NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
- STATE OF S.C. PRINTING SPECIFICATION SHEET
- STATE OF S.C. PRINTING COST SCHEDULE PRINTING SPECIFICATIONS SHEET

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 803-898-5383 or visit the Department's website at: www.sctax.org

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: http://www.sctax.org/Forms+and+Instructions/withholding/default.htm

[09-9005-1]
STATE OF S.C. PRINTING SPECIFICATION SHEET

The S.C. Government Printing Services Manual (1-1-98) shall be made a part of all Printing Procurement by reference. MARK THE BOXES AND FILL IN THE BLANKS THAT ARE APPLICABLE. ☒ SEE ATTACHED SPECIFICATIONS.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION: Student newspaper The Chanticleer</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENCY CONTACT: Trisha O'Connor/Paul Olsen</td>
<td></td>
</tr>
<tr>
<td>AGENCY: Coastal Carolina University student media</td>
<td></td>
</tr>
<tr>
<td>PHOME NUMBER: 843/349-6652 or 843/349-2704</td>
<td></td>
</tr>
<tr>
<td>QUANTITY (per issue): 3000</td>
<td></td>
</tr>
<tr>
<td>ISSUES (per year): 28</td>
<td></td>
</tr>
<tr>
<td>PAGES: 28 tab ☐ PLUS COVER ☒ SELF COVER</td>
<td></td>
</tr>
<tr>
<td>FOLDED SIZE: Tabloid approximate size 11.5x11</td>
<td></td>
</tr>
<tr>
<td>FLAT SIZE: 11.5x22</td>
<td></td>
</tr>
<tr>
<td>STOCK: Text: newsprint</td>
<td></td>
</tr>
<tr>
<td>Cover: newsprint</td>
<td></td>
</tr>
<tr>
<td>INK: Text- ☐ 1 Color ☐ 2 Color ☐ 3 Color ☐ 4 Color Process</td>
<td></td>
</tr>
<tr>
<td>☐ 5 Color ☐ 6 Color ☐ Other:</td>
<td></td>
</tr>
<tr>
<td>Covers 1 &amp; 4- (Front &amp; Back) ☐ 1 Color ☐ 2 Color ☐ 3 Color ☐ 4 Color Process</td>
<td></td>
</tr>
<tr>
<td>☐ 5 Color ☐ 6 Color ☐ Other:</td>
<td></td>
</tr>
<tr>
<td>Covers 2 &amp; 3- (Inside front &amp; inside back) ☐ 1 Color ☐ 2 Color ☐ 3 Color ☐ 4 Color Process</td>
<td></td>
</tr>
<tr>
<td>☐ 5 Color ☐ 6 Color ☐ Other:</td>
<td></td>
</tr>
<tr>
<td>MECHANICAL: Composition and Layout provided by- ☐ Printer ☒ Agency ☐ Camera Ready ☐ Negative furnished</td>
<td></td>
</tr>
<tr>
<td>☐ Other:</td>
<td></td>
</tr>
<tr>
<td>MEDIA: Electronic Transmission - ☐ Modem ☐ E-mail ☐ Other: CD/DVD or FTP</td>
<td></td>
</tr>
<tr>
<td>Media Format- ☐ IBM Comp. ☒ Macintosh ☐ Other ☐ File Copied to Media ☐ File Printed to Media</td>
<td></td>
</tr>
<tr>
<td>Media Type- ☐ 3.5” Floppy ☐ 44/88/200/270 Syquest ☐ EZ 135 Syquest ☐ 3.5” Magnet Optical</td>
<td></td>
</tr>
<tr>
<td>☐ 5.25” Magnet optical ☐ 5.25” Compact Disk ☐ Iomega ZIP ☐ Iomega Jazz ☒ Other: As requested by printer</td>
<td></td>
</tr>
<tr>
<td>Layout Program- ☐ Quark Express (Vers. #) ☐ PageMaker (Vers. #) ☒ Other: Adobe CS4 or CS6 InDesign</td>
<td></td>
</tr>
<tr>
<td>Graphic Program- ☒ Illustrator (Vers. #) ☐ Freehand (Vers. #) ☐ PhotoShop (Vers. #) ☐ Other:</td>
<td></td>
</tr>
<tr>
<td>Typefaces provided by- ☐ Vendor ☒ Agency ☐ Typeface Brand: Fonts Used:</td>
<td></td>
</tr>
<tr>
<td>Color separating by- ☐ Vendor ☒ Agency ☐ Color Trapping by- ☐ Vendor ☐ Agency ☐ Other:</td>
<td></td>
</tr>
<tr>
<td>PRINTER: ☒ PostScript ☐ PCL ☐ Other</td>
<td></td>
</tr>
<tr>
<td>Imaging Resolution Required- ☐ 600 dpi ☐ 1200 dpi ☐ 2400 dpi ☒ Other: Newspaper specifications</td>
<td></td>
</tr>
<tr>
<td>B&amp;W SCANS: Line Screen Required: 150 ☐ Scan Resolution Required: ☐ Size: ☐ (No. ___) Size: ☐ (No. ___)</td>
<td></td>
</tr>
<tr>
<td>FOUR-COLOR SCANS: Line Screen Required: ☐ Printer Specifications ☐ Scan Resolution Required:</td>
<td></td>
</tr>
<tr>
<td>SEPARATIONS: Provided by: ☐ Printer ☒ Agency ☐ Min. size (No. ___) ☐ ½ Page (No. ___) ☐ Full Page (No. ___)</td>
<td></td>
</tr>
<tr>
<td>Agency will provide ☐ Transparency ☐ Print ☐ Art ☐ Other</td>
<td></td>
</tr>
<tr>
<td>Type of proof: ☐ Match Print ☐ Dye Sublimation ☒ Other: provided by printer</td>
<td></td>
</tr>
<tr>
<td>PROOFS: ☒ Laser (Sets ___) ☐ Page (Sets ___) ☐ BlueLine (Sets ___) ☐ Other: provided by printer</td>
<td></td>
</tr>
<tr>
<td>FOLDING: ☐ Yes ☐ No ☐ Type ☐ SPECIAL APPLICATIONS: ☐ Die Cut ☐ Scoring ☐ Perforations (No. ___)</td>
<td></td>
</tr>
<tr>
<td>BINDING: ☐ Saddle Stitch ☐ Perfect Bind ☐ Side Staple ☐ 3 Hole Drill ☒ Collated</td>
<td></td>
</tr>
<tr>
<td>☐ Plastic Bind (Color ___) ☐ Wire Bind ☐ Other</td>
<td></td>
</tr>
<tr>
<td>PACKAGING: ☐ Boxed per box ☐ Wrapped 50 per pkg. ☐ Shrink Wrapped ___ per pkg.</td>
<td></td>
</tr>
<tr>
<td>COPY READY DATE: Thursdays 4 p.m. DELIVERY DATE REQUIRED: Mondays 6 a.m.</td>
<td></td>
</tr>
<tr>
<td>☒ Inside Delivery Delivery shall be FOB destination freight prepaid to Coastal Carolina University, Student Center Room 215, 100 Spadoni Park Circle, Conway, SC 29526</td>
<td></td>
</tr>
</tbody>
</table>

☒ ALL COPY, PROOFS, ETC. MUST BE PICKED UP AND DELIVERED IN PERSON BY CONTRACTOR REPRESENTATIVE WHO IS KNOWLEDGEABLE AND CAPABLE OF DISCUSSING THE CONTRACT
COST SCHEDULE
Printing Specifications

Total Cost For Job/Issue $.__.

Delivery Date / / ________________

Vendor ____________________________ Authorized Signature ________________________

Optional costs will be used to adjust the cost for changes to specifications. All items marked must be filled out or bid may be rejected for being non-responsive.

☒ Cost per 250 for additional quantities at person $ ___.
☒ Cost per 250 for less quantities at person $ ___.
☐ Cost per reprint in lots of _____ within one year of award $ ___.

Cost per signature to: ☐ Add 2 page signature $ _____. ☐ Delete 2 page signature $ _____.
Cost per signature to: ☒ Add 4 page signature $ _____. ☒ Delete 4 page signature $ _____.
Cost per signature to: ☐ Add 8 page signature $ _____. ☐ Delete 8 page signature $ _____.
Cost per signature to: ☐ Add 16 page signature $ _____. ☐ Delete 16 page signature $ _____.

☐ Cost per page for negative and re-stripping
☒ Cost for customer alteration: Laser Proof $ _____. Page/Blueline (per line) $ ___.

☐ Cost per B&W Scan: Minimum $ _____. Half Page $ ___. Full Page $ ___.

☐ Cost per duotone: Minimum $ ___. Half Page $ ___. Full Page $ ___.

☐ Cost per color separation: Minimum $ ___. Half Page $ ___. Full Page $ ___.

Additional Information:

The Chanticleer is a weekly student newspaper publication delivered across campus on Monday mornings. University will provide all content, artwork, advertising and other materials by 4 p.m. each Friday. The newspaper is produced over two semesters, Spring and Fall, with printing interruptions for spring break and Thanksgiving week. University will provide a specific publication schedule to the awarded contractor. The first publication is estimated to be ready by August 24th or August 31st.

Proofing will be provided by the vendor.
The university is currently using Adobe Creative Suite CS4 and may be moving to CS6.
OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

- **DO NOT** INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- **UNLESS** expressly required, **DO NOT** INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- **REREAD** your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- **MAKE** sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION.
  - **DO NOT** **MARK** your entire bid/proposal as confidential, trade secret, or protected!
  - **DO NOT** **INCLUDE** a legend on the cover stating that your entire response is not to be released!
- **HAVE** you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- **MAKE** sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- **MAKE** sure your bid/proposal includes the number of copies requested.
- **CHECK** to ensure your bid/proposal includes everything requested!

**IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE!**

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