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EXECUTIVE DIRECTOR

Protest Decision

Matter of: Martin Printing Co., Inc.
File No.: 2026-114
Posting Date: October 17, 2025
Contracting Entity: College of Charleston
Solicitation No.: 2026-jCB-000000318-BVB-T5
Description: Printing and Mailing Distribution of the College of Charleston Magazine

DIGEST

Protest by Martin Printing Co., Inc. (Martin) challenging the College of Charleston's (College) determination that its Best Value Bid was nonresponsive denied where protestant's bid failed to conform to the material requirement of the solicitation. Martin's protest is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-4210. This determination is based on the evidence and applicable law and precedents.

BACKGROUND

On August 6, 2025, the College issued Solicitation number 2026-jCB-000000318-BVB-T5 seeking best value bids to provide print and mail/distribute the *College of Charleston Magazine*. [Exhibit B] The College subsequently issued one amendment, which is not pertinent to this

dispute.¹ By the deadline for receipt of best-value bids, the College receive a bid from Martin among others. After reviewing bids, the College determined Martin's bid to be nonresponsive to the requirements of the solicitation. [Exhibit C] On September 17, 2025, the College posted a notice of its intent to award a contract to The Lane Press, Inc. [Exhibit D] On September 22, 2025, the CPO received Martin's protest challenging the College's determination that its bid was nonresponsive.

DETERMINATION

This solicitation was conducted under the S.C. Code Ann. §11-35-1528, which provides that award will be made "to the **responsive** and responsible bidder whose bid is determined, in writing, to be most advantageous to the State, taking into consideration all evaluation factors set forth in the best value bid" unless there is a compelling reason to reject a bid. S.C. Code Ann. § 11-35-1520(10) [emphasis supplied]. A "responsive bidder" is "a person who has submitted a bid ... which conforms in all material aspects to the invitation for bids." S.C. Code Ann. § 11-35-1410(9). The solicitation states:

RESPONSIVENESS (MAR 2024): (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

As a competitive best value bid, this solicitation provided for the evaluation and ranking of bids from most advantageous to least advantageous. The solicitation included the following evaluation criteria:

1. Cost – 60 percentage points
2. Capability & Skill – 25 percentage points
3. References / Qualifications / Experience – 15 percentage points

¹ Amendment 1 answered vendor questions.

The solicitation further required bidders to provide with their bids a Technical Proposal and a Cost Proposal for evaluation. The Technical proposal was to include information regarding the bidder's capabilities, skills, qualifications, and experience along with references for the Evaluation Panel to evaluate for purpose of ranking bids:

A. Capability & Skill:

1. Describe the resources, including equipment, staff (number of staff and their qualifications), and facilities that the Offeror has to fulfill the requirements of this solicitation.
 - i. Data Processing
 - ii. Printing
 - iii. Postal
2. Describe what processes and procedures are utilized to ensure quality.
3. Samples of work, preferably of college publications similar to what is requested with this solicitation. The samples should be jobs produced by the offeror within the last twelve (12) months. Include a brief description of the project/print job along with a sample.
4. Identify any special awards, commendations, or certifications that your company holds

B. References / Qualifications / Experiences

1. Provide a description of the Offeror's background, qualifications, and experiences to supply printing and mail services as requested in this solicitation. Include the following:
 - The year the business started.
 - Provide any information regarding failed projects and an explanation of any litigation in which the company has been involved over the last 3 years or is currently involved. List all OSHA violations and other violations/regulatory infractions cited by any other governmental entity, if any, over the last three calendar years through the date of bid submission. Also, list any contracts terminated for cause or convenience prior to the expiration date of the contract.
 - Include resumes of key staff who will manage the project through to completion.
2. Provide references from not less than three (3) other customers for whom the Offeror has provided substantially similar products and/or services. Include names, addresses, and telephone numbers of administrators who can evaluate the general quality of your performance.

This information was necessary for the College to evaluate and rank bids from most advantageous to least advantageous in accordance with the requirements of the Procurement Code and solicitation. Therefore, the provision of this information was a material requirement of the solicitation. However, other than providing references, Martin's bid failed to provide information responsive to this requirement. [Exhibit E] This failure makes Martin's bid nonresponsive.

In its protest, Martin asserts:

We have provided print collateral for the "College of Charleston" and many other state and private colleges countless times before. We're a known and capable commercial print provider in South Carolina and more importantly, our Evaluated and Estimated total cost on this project is \$181,135.00 less expensive than the vendor that was chosen out of state (Vermont).

However, for purposes of responsiveness, it does not matter whether Martin's capabilities, skill, qualifications, and experience are generally known in the industry, nor does it matter that Martin has previously performed printing work for the College. The Procurement Review Panel has consistently held that the responsiveness of a bid must be determined at the time of bid opening solely from the four corners of the bid document. *Appeal by Greenville Office Supply*, Panel Case No. 2014-5; *Appeal by Two State Construction, Co.*, Panel Case No. 1996-2. A procurement officer may not rely on extraneous information not part of the bid documents to determine responsiveness.

DECISION

For the foregoing reasons, the CPO denies Martin's protest.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2025)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C J&Hs, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 366, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

Exhibit A

SEP22 '25 NO 12:34PM

REC'D BID CONTROL



Martin Printing Co., Inc
1765 Powdersville Rd.
Easley, SC 29642

Chief Procurement Officer
Materials Management Office
1201 Main St., Suite 600
Columbia, SC 29201

Chief Procurement Officer and Ms. Casey Bassett (PO):

Please accept this letter as our formal protest as listed in section 11-35-4210 for solicitation# 2026-jCB-000000318-BVB-T5. "Printing and Mailing Distribution of the College of Charleston Magazine".

Our protest is based on the fact that we were unfairly eliminated as a capable vendor for this project. We have provided print collateral for the "College of Charleston" and many other state and private colleges countless times before. We're a known and capable commercial print provider in South Carolina and more importantly, our Evaluated and Estimated total cost on this project is \$181,135.00 less expensive than the vendor that was chosen out of state (Vermont). By eliminating a capable 'in state' vendor, the purchasing agent who made this decision, challenges SC employment and denies the state valuable sales tax dollars that would come from this 5 year long project. Please reconsider the state's decision to send this project to VERMONT based on the facts that I've provided above. If you have any questions, please don't hesitate to call or contact us.

Respectfully submitted,



Will Ragsdale

VP Operations – 864 630 7819

will@martinprinting.com

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Printing

Ad Start Date: August 6, 2025

Title: Printing and Mailing/Distribution of College of Charleston Magazine

Purchasing Agent/Entity: College of Charleston

Bid/Submittal Due Date: August 27, 2025 - 9:00am

Description:

College of Charleston needs to establish a contract for a contractor to print and mail/distribute the College of Charleston Magazine.

Solicitation #: 2026-JCB-000000318-BVB-T5

Direct Inquiries To: Casey Bassett

Buyer Phone#: 8439535508

Buyer Email: bassettjc@cofc.edu

Pre-Bid Information:

n/a

Full Details / Download: ebid.cofc.edu

South Carolina Business Opportunities • SCBO Team • 1201 Main Street, Suite 600 • Columbia, SC 29201
803-737-0600 • scbo@mmo.sc.gov • <https://scbo.sc.gov> • <https://procurement.sc.gov>



**PRINTING AND MAILING/DISTRIBUTION OF
COLLEGE OF CHARLESTON MAGAZINE
2026-JCB-000000318-BVB-T5**

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IMPORTANT: This solicitation may contain additional documents under separate attachments with more precise descriptions of the physical and/or functional characteristics of the supplies, equipment and/or services requested. Refer to the “Buyer Attachments” section and any other attachments for further details.

I. Scope of Solicitation / Introduction

ACQUIRE SERVICES AND SUPPLIES (C.02.15): The purpose of this solicitation is to acquire services and supplies complying with all terms and conditions of this document and any additional documents found in the “Buyer Attachments” section. [01-1005-1]

II. Instructions to Offerors (General & Special)

DEFINITIONS, CAPITALIZATION, AND HEADINGS (C.02.15): Clause headings used in this solicitation are for convenience only and shall not be used to construe meaning or intent. Even if not capitalized, the following definitions are applicable to all parts of this solicitation, unless expressly provided otherwise.

Addendum – A document issued to supplement the original solicitation document. Also referred to as “Amendment”. +-`

Authority – Authority means the State Fiscal Accountability Authority or its successor in interest.

Business – Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

Change Order – Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

College – College of Charleston, its officers, officials, employees and volunteers. Also referred to as “Agency”, “Agent”, “Ordering Entity” “State Agency”, “State Agent” and “Using Governmental Unit”.

Contract – A legally binding agreement between parties, enforceable by law. See clause entitled “Contract Documents & Order of Precedence.”

Contract Modification – A written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled “Changes”, if included herein, authorizes the Procurement Officer to order without the consent of the Contractor.

Contractor – The Offeror receiving an award because of this solicitation.

Offer – The bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with “Offer.”

Offeror – The single legal entity submitting the offer. The term “Bidder” is used interchangeably with the terms “Offeror” and “Vendor.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”

Procurement Officer – The person, or his/her successor, representing the College of Charleston in this solicitation; identified as such in the solicitation, on an addendum and/or award notice.

Solicitation – An invitation or request used to obtain bids, proposals or quotes for the purpose of entering into a contract. The solicitation consists of this document, specifications, attachments, and any amendments.

Specifications – A precise description of the physical or functional characteristics of the supplies, equipment and/or services requested in this solicitation. Specifications for this solicitation are published in a separate document under the “Buyer Attachments” section.

State – The State of South Carolina

Subcontractor – Any person you contract to perform and/or provide any part of the work.

Work – All labor, materials, equipment, services and/or property of any type to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

Us and We – The College of Charleston

You and Your – Offeror and/or Contractor [02-2A003-2]

eBID REGISTRATION (C.08.14): Vendors are not required to register to view bid, quote or proposal opportunities, but they **must be registered in order to enter a quote or bid.**

At <http://ebid.cofc.edu>, you may register as a new user. Interested parties must do a one- time registration as a vendor, but the submitted information is secure and not shared with third parties. Registered vendors may register for as many or as little categories as desired to be informed of any future bid, quote, or proposal opportunities.

ADDENDA TO SOLICITATION (C.08.14): The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor <http://ebid.cofc.edu> for the issuance of addenda. Offerors shall acknowledge receipt of any addenda to this solicitation by checking the appropriate box under the “Attributes” Tab on this eBid site. If an addendum is issued for this solicitation, all unmodified terms and conditions remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (S.02.15): All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government regarding this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (C.07.19): Notice regarding any award, cancellation of award and/or extension of award will be posted on our web page: [College of Charleston eBid Results](#).

Should the contract resulting from this Solicitation have a potential value of \$100,000.00 or more, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (excluding weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-2]

BID / PROPOSAL ACCEPTANCE PERIOD (C.04.13): In order to withdraw your Offer after the minimum period specified in the solicitation", you must notify the Procurement Officer in writing. [02-2A020-1]

BID / PROPOSAL AS OFFER TO CONTRACT (C.11.12): By submitting your Bid or Proposal, you are offering to enter a contract with the College of Charleston. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Supplier Response. An Offer may be submitted by only one legal entity. "Joint bids" are not allowed. [02-2A015-1]

BID IN ENGLISH AND DOLLARS (S.01.06): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-2]

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS
(C.02.15):**

A.

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

a. Offeror and/or any of its Principals:

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

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

3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph A.1.a.(2) of this provision.

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

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

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

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

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

E. The certification in paragraph A of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the College, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS APPLICABLE (C.11.12): [SC Code of Laws, with Consolidated Procurement Code](#) and [SC Code of Regulations](#). [02-2A040-2]

COLLEGE OFFICE CLOSINGS (C.11.12): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the College of Charleston by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal operating processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If the College of Charleston is closed at the time of a pre-bid or pre-proposal conference, an Amendment will be issued to reschedule. Helpful information may be found at [College of Charleston Emergency Information](#).

CONTENTS OF OFFER (BVB & RFP) (C.03.15):

- A. Offers should be complete and carefully worded and should convey all of the information requested.
- B. Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.
- C. The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a separate electronic document.
- D. If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

DEADLINE FOR SUBMISSION OF OFFER (C.11.12): Any offer received after the deadline stated in online eBid system, shall be rejected unless the offer has been delivered to and date/time stamped by the College of Charleston Office of Procurement or College of Charleston Mail Services. [R.19- 445.2070(H)] [02-2A050-1]

DESCRIPTIVE LITERATURE – LABELLING (S.01.06): Include Offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023)

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, to the best of your knowledge and belief:

- 1. your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and
- 2. there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or 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.
 - a. If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.
 - b. The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA:

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

DRUG FREE WORKPLACE CERTIFICATION (S.01.06): 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 SC Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (C.02.15): Offeror, by submitting an Offer, represents that he/she has read and understands the Solicitation and that his/her Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require better quality or greater quantity of work and/or materials, unless otherwise directed by addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the College's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (C.02.15): By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate the [SC Ethics Act](#), Title 8, Chapter 13 of the SC Code of Laws, as amended. The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 813-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The College of Charleston may rescind any contract and recover all amounts expended because of any action taken in violation of this provision. If Contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, Contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed. [02-2A075-2]

MULTIPLE OFFERS (MAR 2024): Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

OMIT FROM PRICE (C.11.12): Do not include any sales or use taxes in your price that the College of Charleston may be required to pay. [02-2A080-1]

OPENING OFFERS / PROPOSALS – INFORMATION NOT DIVULGED (C.02.15): In competitive sealed Best Value Bids, price information will not be divulged at opening. [02-2B110-2]

OPEN TRADE REPRESENTATION (S.06.15): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing

business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11- 35-5300. [02-2A083-1]

PREFERENCES – A NOTICE TO VENDORS (C.06.13): On June 16, 2009, the South Carolina General Assembly rewrote the SC Preferences 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. Offerors must claim all preferences by line item, regardless of whether award is made by line item or lot.
- B. The Procurement Officer will apply preferences by line item, regardless of whether award is made by line item or lot.
- C. A business is not entitled to any preferences unless the business, to the extent required by law, has paid all taxes assessed by the State and has registered with the South Carolina Secretary of State and the South Carolina Department of Revenue.
- D. Preferences do not apply to a single unit of an item with a price more than \$50,000.00, or a single award with a total potential value more than \$500,000.00.
- E. Preferences do not apply to a bid for an item of work (service) by the Offeror if the annual price of the Offeror's work exceeds \$50,000.00 or the total potential value of the Offeror's work (service) exceeds \$500,000.00.
- F. Vendors are cautioned to carefully review the statute before claiming any preferences. An Offeror requesting a preference is certifying the Offer qualifies for the preference claimed. Improperly requesting a preference can have serious consequences. [11-35-1524(E)(4) & (6)] [02-2B111-1]

PREFERENCES – SC RESIDENT CONTRACTOR PREFERENCE (C.02.15): To qualify for the RCP, you must maintain an office in the State of SC. An office is a non-mobile 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 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). [02-2B113A-1]

PREFERENCES – SC RESIDENT SUBCONTRACTOR PREFERENCE (C.11.12): To qualify for this preference, you must:

- A. 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.
- B. The subcontractor, at the time you submit your bid, must directly employ, or have a documented commitment with, individuals domiciled in SC 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 20% for a 2% preference or 40% of bidder's total bid price for a 4% preference.

- C. 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 YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

PRICING (MAR 2024): (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (C.02.15): Violation of these restrictions may result in disqualification of your Offer, suspension or debarment, and may constitute a violation of law.

- A. During the period between publication of the Solicitation and final award, you must not communicate, directly or indirectly, with the College of Charleston or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer.
- B. You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your Offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the College of Charleston during the period beginning eighteen months prior to the Opening Date. [R. 19- 445.2165] [02-2A087-1]

PROTESTS (MAR 2024): (a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See

clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to DocReq@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

BID SAMPLES OR DESCRIPTIVE LITERATURE (MAR 2024)

Do not submit bid samples or descriptive literature unless expressly requested.

Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077D. [02-2B017-1]

PROTEST - CPO - MMO ADDRESS: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.state.sc.us, or

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-2]

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)

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. [02-2B127-1]

PUBLIC OPENING (C.04.13): Offers will be electronically unsealed and/or publicly opened at the date, time and location identified in the bid documents, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (C.02.15):

- 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 under the "Activities" tab of this solicitation. 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 College of Charleston 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. [See R. 19-445.2140] [02-2A095-2]

REJECTION / CANCELLATION (C.11.12): The College of Charleston may cancel this Solicitation in whole or in part. The College of Charleston may reject any or all bids, offers and/or proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.] [02-2A100-1]

RESPONSIVENESS (MAR 2024): (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

SECURITY (C.11.17): The College of Charleston is in an urban setting. Buildings are secured by Campus Police officers after normal operating hours. Buildings during summer months are open as needed to reflect operational needs (ex., Maymester and summer school, summer conference housing for specialty groups). Campus Police Officers conduct frequent checks of building interiors daily. Access to residence halls is restricted to residents and their guests. Numerous security cameras are strategically placed within major residence hall facilities and around campus (e.g., stairwells, lobbies, laundry areas, on buildings, on poles). Security review of buildings and security maintenance updates are ongoing.

- A. All Contractor personnel MUST sign in when arriving and sign out when departing campus. This can be done at College of Charleston's Central Energy located at 78 Coming St, Charleston, SC.
- B. Access to student housing buildings must be with a College staff escort. The escort must always remain with the Contractor.
- C. Access to any interior space of facility outside of the scope of work is strictly prohibited.
- D. Personnel must be readily identifiable as Contractor's employees by appropriate attire and/or by identification badge while on campus.
- E. The Contractor shall maintain roster sheets of all of employees assigned to the College's premises.
- F. The College of Charleston reserves the right to require and/or review security background checks of any Contractor and/or its employees.

SIGNING YOUR OFFER (C.11.12): For electronic submittals, every Offer must be "signed" electronically through this eProcure site by an individual with actual authority to bind the Offeror. Your electronic submittal of an Offer serves as your signature. For paper submittals, every Offer must be signed by an individual with actual authority to bind the Offeror. For both methods of submittal -

- 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, with the signature and title of the person authorized to sign.
- D. An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs A – C above for each type of participant.
- E. If an Offer is signed by an agent, other than as stated in paragraphs A – D above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

SUBMITTING A PAPER OFFER OR MODIFICATION (C.03.15): Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification online via

<http://ebid.cofc.edu>. 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 noted in solicitation.
 - 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 indication in solicitation.
- E. Facsimile or email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov>. [02-2A135-2]

TAXES – OMIT FROM PRICE (C.11.12): Do not include any sales or use taxes in your price that the College of Charleston may be required to pay. [02-2A080-1]

TAXPAYER IDENTIFICATION NUMBER (S.01.04):

- A. If Offeror is owned or controlled by a common parent as defined in paragraph (2) 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 TIN has been applied for or TIN is not required. If a TIN is not required, indicate whether
1. Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States
 2. Offeror is an agency or instrumentality of a state or local government
 3. Offeror is an agency or instrumentality of a foreign government
 4. Offeror is an agency or instrumentality of the Federal Government [02-2A140-1]

UNIT PRICES REQUIRED (S.01.06): Unit price to be shown for each item. [02-2B170-1]

VENDOR REGISTRATION MANDATORY (MAR 2024)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (C.11.12): Offers may be withdrawn electronically by logging into eBid system, accessing submitted bid, then clicking on 'Withdraw Bid' link or by written notice received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. To withdraw your offer after the minimum period specified, you must notify the Procurement Officer in writing. [02-2A150-1]

II. Instructions to Offers - B. Special Instructions

All Offerors desiring to respond to this solicitation, online or not, must register in College of Charleston eBid system found at <http://ebid.cofc.edu>. Online electronic submittals are preferred.

By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

ONLINE ELECTRONIC SUBMITTALS: Offerors must follow these instructions carefully if responding to the solicitation online. All attachments should be uploaded in PDF format.

1. All requested information should be submitted online as separate documents in the "Submissions" section.

2. Offerors must attach all additional requested and/or supplementary documents to their response in the online system. These documents can be attached under the "Submissions" section when submitting response.
3. One redacted copy of technical proposal should be submitted. Please see clause entitled "Submitting Redacted Offers" found in Scope of Solicitation document in eBid system.

III. Scope of Services / Specifications

GENERAL:

College of Charleston (College) is issuing this solicitation for the purpose of establishing a contract for a contractor to print and mail/distribute the *College of Charleston Magazine*. All services shall be performed in accordance with the requirements stated herein.

The College desires to establish an annual contract with the option to renew it for up to an additional four (4) one-year periods. Total contract length shall not exceed five (5) years. The bid prices submitted shall remain fixed and firm for the duration of the Agreement.

SCOPE OF WORK/SPECIFICATIONS

Furnish and mail out printed copies of the *College of Charleston Magazine*, complying with the enclosed description and/or specifications and conditions applicable to this solicitation. The solicitation has three (3) different options as outlined on the SC Printing Specification Sheets. The College of Charleston will determine which option will be printed.

Page count is 72 +Cover (123#2 Matte cover), (70#3Matte) 85,000 Copies Size: 9x10.875 1.25 bleed

College of Charleston Magazine is published two times a year for alumni, parents, and friends.

The contractor selected for printing the Magazine will also be responsible for in-house data processing of 85,000 addresses, CASS certification, NCOA, merge/purge data, inkjet, sort, and tag/bag of the College's mailing list. The mailing list will be provided by the College in a comma-delimited format (plain text document) and/or Excel database. Circulation will increase by about 2,000 per year, which is reflected on the bid table in the eBid system.

The College reserves the right to accept an earlier delivery date as mutually agreed upon between the parties. After approval of the copy by both parties, the College reserves the right to assess a penalty in the amount of up to 25% of the contract value if terms of the contract are not adhered to (such as delivery date and quality of the end product).

The contractor shall be responsible for the cost of and transportation of all copies and proofs, including overnight delivery charges.

Final bid price must include the print costs and all freight charges (including the freight for drop shipment of domestic mailing and the freight for overages to the College's Central Stores Warehouse).

Note: Close to sixty percent (60%) of the College of Charleston's alumni live in the Charleston, S.C., metro area, and a drop shipment to the Charleston bulk mailing center is usually the most cost-effective.

ALTERATIONS:

Prior to proceeding with an alteration, the contractor shall notify, in writing, the College's contact person listed on the specification sheet and the Procurement Officer, Casey Bassett (bassettjc@cofc.edu). The Procurement Officer shall approve or disapprove the request in writing.

The College will not pay for any alterations that are not approved prior to the work being done.

DELIVERY/PERFORMANCE LOCATION - PURCHASE ORDER (S.01.06): After award, all deliveries shall be made and all services provided to the location specified by the College of Charleston in its purchase order. [03-3015-1]

DELIVERY INSTRUCTIONS:

The mailing list will be provided by the College at the same time the design files are provided to the printer (Winter 2026, Summer 2026, Winter 2027, Summer 2027, Winter 2028, Summer 2028, Winter 2029, Summer 2029, Winter 2030, Summer 2030). The contractor will provide the following mail house services: data processing, CASS certification, NCOA, merge/purge data, inkjet mailing addresses directly on the back cover of the magazine, sort and tag/bag – delivering to the appropriate bulk mailing centers.

Printed overages of each issue should be delivered FOB destination to College of Charleston Central Stores at 4750 Goer Drive, Units D & E, North Charleston, SC 29406.

DELIVERY DATE – SPECIFIED (S.01.06): Delivery shall be made no later than the dates specified below. Contractor may request approval to deliver items prior to the delivery date. [03-3040-1]

COPY READY DATES/DELIVERY DATES REQUIRED

COPY READY DATES	DELIVERY DATES
Issue 1: December 1, 2025	Week of December 15-20, 2025
Issue 2: June 1, 2026	Week of June 15-20, 2026
Issue 3: December 1, 2026	Week of December 15-20, 2026
Issue 4: June 1, 2027	Week of June 15-20, 2027
Issue 5: December 1, 2027	Week of December 15-20, 2027
Issue 6: June 1, 2028	Week of June 15-20, 2028
Issue 7: December 1, 2028	Week of December 15-20, 2028

Issue 8: June 1, 2029	Week of June 15-20, 2029
Issue 9: December 1, 2029	Week of December 15-20, 2029
Issue 10: June 1, 2030	Week of June 15-20, 2030

QUALITY -- NEW (S.01.06) All items must be new. [03-3060-1]

IV. Information for Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (S.01.06): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation: [04-4005-1]

At a minimum, the following areas must be addressed in all proposals:

Note: Offeror must submit all information required by responding to this solicitation's Questions and Bid Table sections located in the eBid system. Attachments may also be submitted.

1. **Offeror's Contact Information:** Provide the name(s), e-mail addresses, and phone number(s) of the company representatives who can be contacted regarding your bid.
2. **Attributes Included with Every Solicitation:** Provide answers to the eleven (11) questions on this questionnaire.
3. **Technical Proposal:**
 - A. **Capability & Skill:**
 1. Describe the resources, including equipment, staff (number of staff and their qualifications), and facilities that the Offeror has to fulfill the requirements of this solicitation.
 - i. Data Processing
 - ii. Printing
 - iii. Postal
 2. Describe what processes and procedures are utilized to ensure quality.
 3. Samples of work, preferably of college publications similar to what is requested with this solicitation. The samples should be jobs produced by the offeror within the last twelve (12) months. Include a brief description of the project/print job along with a sample.
 4. Identify any special awards, commendations, or certifications that your company holds
 - B. **References / Qualifications / Experiences**
 1. Provide a description of the Offeror's background, qualifications, and experiences to supply printing and mail services as requested in this solicitation. Include the following:

- The year the business started.
 - Provide any information regarding failed projects and an explanation of any litigation in which the company has been involved over the last 3 years or is currently involved. List all OSHA violations and other violations/regulatory infractions cited by any other governmental entity, if any, over the last three calendar years through the date of bid submission. Also, list any contracts terminated for cause or convenience prior to the expiration date of the contract.
 - Include resumes of key staff who will manage the project through to completion.
2. Provide references from not less than three (3) other customers for whom the Offeror has provided substantially similar products and/or services. Include names, addresses, and telephone numbers of administrators who can evaluate the general quality of your performance.

4. **Cost Proposal:**

The Business/Price Proposal **must be submitted separately** from the Technical Proposal. Offerors shall include the print costs and all freight charges (including the freight for drop shipment of domestic mailing and the freight for overages) on the provided bid table located in the eBid system under this solicitation's listing. (<http://ebid.cofc.edu>). Offerors are to upload, in the 'Supplier Attachment' section of the system, a PDF of the breakdown of costs by print and mail services, materials, and freight.

V. Qualifications

QUALIFICATION OF OFFEROR (C.07.13): To be eligible for award of a contract, a prospective contractor must be confirmed 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 College of Charleston, 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 College may evaluate your proposed subcontractors.

VI. Award Criteria

AWARD CRITERIA – BEST VALUE BIDS (JAN 2006): Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the College of Charleston.

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).

EVALUATION FACTORS – BEST VALUE BIDS (S.01.06): Offers will be evaluated using only the factors stated below. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for each Offeror. Once the evaluation is complete, all responsive Offerors will be ranked from most advantageous to least advantageous. [06-6060-1]

1. Cost – 60 percentage points
2. Capability & Skill – 25 percentage points
3. References / Qualifications / Experience – 15 percentage points

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

Points for cost will be awarded using the following methodology:

Assume the following cost proposals (NOTE: Example only)

- a. \$50,000
- b. \$38,000
- c. \$49,000

Company B with a price of \$38,000 is the low offer. Take the low offer and divide each of the other offers into the lower offer coming up with the mathematical calculation to get a percentage. This percentage is then multiplied by the number of points available for cost. In this example, 15 points are available for cost.

\$38,000 is then divided by each of the cost. The results are as follows:

Company

\$38,000 divided by \$50,000 = .76 A
\$38,000 divided by \$38,000 = 1.00 B
\$38,000 divided by \$42,000 = .90 C

The next step is to take each company percentage and multiply it by the points available. The results are as follows:

A	.76 * 15 =	11.4
B	1.00 * 15 =	15
C	.90 * 15 =	13.5

VII. Terms and Conditions

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (C.02.15):

- A. Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, Contractor may assign monies receivable under the contract provided that the College shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible Procurement Officer with:
 - 1. Proof of the assignment
 - 2. Identity (by contract number) of the specific State and/or College contract to which the assignment applies
 - 3. Name of the assignee and the exact address or account information to which assigned payments should be made.
- B. If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change.
- C. Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY – GENERAL (C.02.15):

- A. **Notice:** In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the College of Charleston. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State and/or College contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.
- B. **Termination:** This contract is voidable and subject to immediate termination by the College of Charleston upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE OF LAW (S.01.06): The Agreement, related dispute, claim, or controversy, 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 SC, 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. [07-7A010-1]

CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE (C.02.15):

- A. Any contract resulting from this solicitation shall consist of the following documents. 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 below.
 - 1. A Record of Negotiations, if any, executed by you and the Procurement Officer
 - 2. The solicitation, as amended
 - 3. Documentation of clarifications of an offer [11-35-1520(8)] or discussions [11-35-1530(6)], if applicable
 - 4. Your offer
 - 5. Any statement reflecting the College of Charleston's final acceptance (a/k/a "award")
 - 6. Purchase orders.

- B. The terms and conditions of documents A.1 – A.6 shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation,
 - 1. A purchase order or other instrument submitted by the College of Charleston or
 - 2. Any invoice or other document submitted by Contractor.
 - 3. Any privacy policy, terms of use, or end user agreementExcept 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 employees, agents or officials of the College of Charleston other than the Procurement Officer. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (C.11.12):

- 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 College of Charleston Accounts Payable receives a proper invoice, and stamps with the date and 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 College of Charleston offices are closed, payment may be made the following business day. [07-7A020-1]

DISPUTES (C.02.15):

- A. **Choice-of-Forum:** All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the SC Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Charleston County, State of SC. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
- B. **Service of Process:** Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (C.11.12): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the [US Department of Labor Code of](#)

[Federal Regulations](#), including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (S.01.06): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is "guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (C.11.12): Any pricing provided by the Contractor shall include all costs for performing the work associated with that price. Unless otherwise provided in this solicitation, Contractor's price shall be fixed for the duration of this contract. This clause does not prohibit the Contractor from offering lower pricing after award. [07-7A040-1]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

- a. The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- b. The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.
- c. The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

NO INDEMNITY OR DEFENSE (S.02.15): Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (C.11.12):

- 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 electronic.
 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 by the Offeror on the Supplier Response Document. Notice to the College of Charleston shall be to the Procurement Officer's address identified in the "Project Details" section. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (S.06.15): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business

with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07- 7A053-1]

PAYMENT AND INTEREST (C.02.15):

- A. Contractor invoices shall be remitted, in order of preference, via (1.) eMail to accountspayable@cofc.edu , (2.) Facsimile to 843.953.5996, or (3.) USPS to Accounts Payable, College of Charleston, Controller's Office, 66 George Street, Charleston, SC 29424. The College of Charleston purchase order number must be prominently displayed on each page of the invoice for fastest processing.
- B. The College of Charleston shall pay the Contractor, after the submission and approval 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.
- C. The College's method of making payment, in order of preference, is (1.) ePayable, (2.) Electronic Funds Transfer or Automated Clearing House, (3.) College of Charleston Purchasing Card, or (4.) by check.
- D. Notwithstanding any other provision, payment shall be made in accordance with SC 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 College of Charleston. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable and in violation of the terms and conditions stated on the purchase order. The College is responsible for the payment of all goods and services within thirty work days after the acceptance of the goods or services and proper invoice, whichever is received later. Except as set forth in this paragraph, the College 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.
- E. Amounts due to the State and/or College shall bear interest at the rate of interest established by the SC 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.
- F. Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including SC 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 D – E 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.
- G. The College of Charleston and State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (C.11.12): Contractor shall not publish any comments or quotes by any employees, agents or officials of the College of Charleston other than the Procurement Officer, or include the College of Charleston in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (C.08.14): Contractor shall not perform any work prior to the receipt of a purchase order from the College of Charleston Office of Procurement. The College 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 or in writing in the event of an emergency. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (C.02.15): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the Indemnification clauses, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (C.02.15): Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of products shall be paid by the College of Charleston, and such sums shall be due and payable to Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the College. It shall be solely the College's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the College to Contractor, Contractor shall be liable to the College for any loss (such as assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor. [07-7A080-1]

THIRD PARTY BENEFICIARY (S.01.06): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (C.11.12): The College of Charleston does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the College's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

B. Special Terms & Conditions

CHANGES (C.02.15):

- A. **Contract Modification:** By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 1. Drawings, designs, or specifications, if the goods to be furnished are to be specially manufactured for the College in accordance therewith
 2. Method of shipment or packing
 3. Place of delivery
 4. Description of services to be performed
 5. Time of performance (i.e., hours of the day, days of the week, etc.)
 6. Place of performance of the services.

Subparagraphs A.1 – A.3 apply only if goods are furnished under this contract.
 Subparagraphs A.4 – A.6 apply only if services are performed under this contract.
- B. **Adjustments of Price or Time for Performance:** If any such change increases or decreases the Contractor's cost of, or the time required for, performance of any part of the

work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed, provided that the College of Charleston promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

- C. **Time Period for Claim:** Within 30 days after receipt of a written contract modification under Paragraph A of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the College of Charleston is prejudiced by the delay in notification.
- D. **Claim Barred After Final Payment:** No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

CISG (S.01.06): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (S.01.06): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACT LIMITATIONS (S.01.06): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR LIABILITY INSURANCE – GENERAL (C.03.15):

- A. Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- B. Coverage shall be at least as broad as:
 - 1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than **\$1,000,000.00 per occurrence**. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
 - 2. **Auto Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non- owned autos (Code 9), with limits no less than **\$1,000,000.00 per accident** for bodily injury and property damage.
 - 3. **Worker's Compensation:** As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00 per accident** for bodily injury or disease.

- C. The College of Charleston, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- D. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, the College of Charleston, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, the College of Charleston, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
- E. Prior to commencement of the work, the Contractor shall furnish the College of Charleston with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the College of Charleston before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The College of Charleston reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- F. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the College of Charleston immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- G. Contractor hereby grants to the State, the College of Charleston and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State, the College of Charleston or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State, the College of Charleston or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
- H. Any deductibles or self-insured retentions must be declared to and approved by the College of Charleston. The College of Charleston may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- I. For term contracts, Contractor shall remit an updated Certificate of Insurance annually before each contract anniversary date.
- J. The College of Charleston reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

CONTRACTOR OBLIGATION – GENERAL (C.02.15): The Contractor shall provide and pay for all materials, tools, equipment, labor and professional/ non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete 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. [07-7B065-1]

CONTRACTOR OBLIGATION – ENVIRONMENTAL HEALTH AND SAFETY (C.03.15):

- A. Contractors are encouraged to implement their own environmental health and safety programs in anticipation of future mandatory requirements.
- B. Prior to starting work, Contractor shall contact the College's Contract Administrator to ensure they have received pertinent information for the project, including, but not limited to floorplans, permits and utility information.
- C. Prior to starting work, Contractor shall review work site and identify hazards that may occur while performing the job.
- D. Contractor shall ensure proper environmental health and safety precautions are followed in accordance with the Occupational Safety and Health Administration's (OSHA) and the Environmental Protection Agency's (EPA) Code of Federal Regulations (CFR). Additionally, it is the Contractor's responsibility to ensure all applicable State, County and City environmental health and safety requirements are followed.
- E. Contractor shall ensure individuals working at the site are trained and aware of potential hazards. Contractor shall also ensure these individuals are provided with proper safety equipment to prevent accidental injury in accordance with OSHA's CFR.
- F. Contractor shall ensure all personnel follow OSHA, EPA and College of Charleston policies and guidelines, in addition to any jurisdiction(s) in which the work shall be performed.
- G. Contractor shall be responsible for the removal and/or disposal of any/all hazardous waste generated from the project in accordance with federal, state, local and College regulations. The Department of Environmental Health and Safety is available to address any hazardous waste concerns and must be consulted prior to the removal of said waste from College property. All Contractors performing inspections, construction and repairs at the College of Charleston are required to comply with these requirements. Failure to adhere to these requirements may result in an immediate shutdown of work and breach of contract.

CONTRACTOR PERSONNEL (S.01.06): 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.

[07-7B060-1]

CONTRACTOR USE OF STATE AND/OR COLLEGE PROPERTY (C.02.15): Upon termination of the contract for any reason, the College of Charleston shall have the right, upon demand, to obtain access to, and possession of, all College of Charleston properties, including, but not limited to, current copies of all College of Charleston 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 College of Charleston without the College of Charleston's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DAMAGES LIMITATION (C.03.15): Contractor's maximum liability, if any, to the College for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this

agreement, shall in no event exceed an amount equal to the contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages. The above limitations of this clause do not apply to any claim for intellectual property infringement or to the clauses entitled, "Indemnification – Intellectual Property" or "Indemnification – Third Party Claims – General".

DEFAULT (C.02.15):

- A. The College of Charleston may, subject to paragraphs D – E of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
 - 1. Deliver the supplies or to perform the services within the time specified in this contract or any extension
 - 2. Make progress, so as to endanger performance of this contract (but see paragraph B of this clause)
 - 3. Perform any of the other material provisions of this contract (but see paragraph B of this clause).
- B. The College of Charleston's right to terminate this contract under subdivisions A.2 – A.3 of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.
- C. If the College of Charleston terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the College of Charleston for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- D. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- F. If this contract is terminated for default, the College of Charleston may require the Contractor to transfer title and deliver to the College, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the College of Charleston has an interest.
- G. The College of Charleston shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and

preservation of property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The College of Charleston may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the College against loss because of outstanding liens or claims of former lien holders.

- H. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the College of Charleston, be the same as if the termination had been issued for the convenience of the College of Charleston. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the College of Charleston, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
- I. The rights and remedies of the College in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ESTIMATED QUANTITY – PURCHASES FROM OTHER SOURCES (C.02.15): The College may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ILLEGAL IMMIGRATION (C.02.15): Contractor certifies with signing of Offer, compliance with applicable requirements of Title 8, Chapter 14 of SC Code of Laws, [SC Illegal Immigration Reform Act](#) and agrees to provide upon request to the College 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:
 - 1. Comply with the applicable requirements of Title 8, Chapter 14, and
 - 2. 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]

INDEMNIFICATION – THIRD PARTY CLAIMS – GENERAL (C.02.15): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor assumes full liability for all damages, death, or injury of any kind to all person(s), whether employees or otherwise, and all property damages arising out of or in any way connected with this contract and shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the concurrence, actual, implied, vicarious, active, passive, direct, or indirect, of joint conduct, negligence or omission of an Indemnatee, and whether or not such claims are made by a third party or an Indemnatee.

Notwithstanding the foregoing, this indemnity shall not extend to losses, damages or expenses arising out of the sole negligence of the Indemnitees. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

LICENSES AND PERMITS (S.02.15): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses), 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. [07-7B115-1]

MATERIAL AND WORKMANSHIP (S.01.06): 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. [07-7B120-1]

OFFENSIVE SITUATIONS (C.08.14): The College of Charleston is a high traffic coed student campus. The Contractor and his/her personnel are cautioned against creating interruptions, noise or offensive situations that may interfere with the learning process or could be construed as fraternization and/or sexual harassment. In the event the College receives a complaint regarding the behavior of a Contractor and/or his/her personnel, the College shall notify the Contractor in writing. Upon receipt of such notification, the Contractor shall promptly remove such personnel from the College's premises and take immediate steps to ensure that its performance under this contract will not be reduced.

OWNERSHIP OF DATA & MATERIALS (C.02.15): All data, material and documentation prepared for the College of Charleston pursuant to this contract shall belong exclusively to the College. [07-7B125-1]

PARKING (C.08.14): Contractor parking is prohibited in Faculty/Staff parking spaces. A Service Vehicle Permit must be obtained by the Contractor for each vehicle used. For emergency situations, communication by the Contractor with Parking Services is required. Further information may be obtained at <http://parkingservices.cofc.edu/parking/service-vehicles.php>.

PRICE ADJUSTMENTS (S.01.06):

- A. **Method of Adjustment:** Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
 - 1. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable
 - 2. By unit prices specified in the Contract or subsequently agreed upon

3. By the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon
4. In such other manner as the parties may mutually agree
5. In the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the SC Code of Laws.

B. **Submission of Price or Cost Data:** Upon request of the Procurement Officer, Contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENT – LIMITED – AFTER INITIAL TERM ONLY (S.01.06): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends Contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY PPI (S.01.06): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov (.) [07-7B180-1]

PRICING DATA – AUDIT – INSPECTION (C.02.15): [Clause Included Pursuant to § 11-35-1830, - 2210, & -2220]

- A. **Cost or Pricing Data:** Upon Procurement Officer's request, the Contractor shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either
1. Any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or
 2. Execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the College of Charleston finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties.
- B. **Records Retention:** You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The College and/or State may audit your records at reasonable times and places. As used in this subparagraph B, the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this

subparagraph B, you shall retain all records and allow any audits provided for by 11-35-2220(2).

- C. **Inspection:** At reasonable times, the College and/or State may inspect any part of your place of business which is related to performance of the work.
- D. **Instructions Certification:** When you submit data pursuant to subparagraph A, you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for College of Charleston context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for College of Charleston context).
- E. **Subcontracts:** You shall include the above text of this clause in all of your subcontracts.
- F. Nothing in this clause limits any other rights of the College of Charleston. [07-7B185-1]

PRINTING MANUAL (JAN 2006): The South Carolina Government Printing Services manual, revised September 28, 2005, governs both the procurement and any resulting contract and is hereby incorporated by reference. You are responsible for obtaining a copy of the manual. This manual is available at <https://procurement.sc.gov/search/node/printing%20manual>. [07-7B190-1]

RELATIONSHIP OF THE PARTIES (S.01.06): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (C.02.15):

- A. Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, Contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the Procurement Officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
- B. Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the Procurement Officer) any additional products or services not required by the contract.
- C. Any reference to Contractor in items A – B also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that Contractor authorizes to take any action related to the work.
- D. Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the College of Charleston liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

SAFEGUARDING INFORMATION: Without limiting any other legal or contractual obligations, Contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government and/or College

information in its possession. In addition, Contractor shall apply security controls when the Contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph C. of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

SHIPPING / RISK OF LOSS (C.02.15): All deliveries regarding this solicitation shall be FOB Destination, freight prepaid to the College of Charleston's Central Warehouse facility unless otherwise noted in the Specifications document of this solicitation or the purchase order. [07-7B220-1]

SMALL AND MINORITY-OWNED BUSINESS UTILIZATION (C.08.14): The College fully supports the efforts of the Governor and the State Legislature to assist small and minority-owned businesses to develop as part of the State's policies and programs which are designed to promote balanced economic and community growth. The following steps have been taken to ensure that those small and minority-owned businesses in the State of South Carolina are afforded the opportunity to participate fully in the overall procurement process.

- A. This solicitation includes a "Tax Credit for Subcontracting with Minority Firms" clause to promote the engagement of minority firms as subcontractors. The clause was authored by the State of South Carolina Office of Procurement and updated by the College of Charleston to reflect the most current information available. A web link to the [OSMBA Minority Business Directory](#) is provided as a convenience to Offerors.
- B. The Procurement Officer of this solicitation has consulted the Small and Minority Business Directory for services/commodities being solicited. Certified qualified vendors have been placed on the solicitation invitation list for distribution when practical.
- C. When practical, large orders for goods and services have been solicited, and possibly awarded, by lots.

STORAGE OF MATERIALS (C.11.12): Contractor shall not store items on the premises of the College of Charleston prior to the time set for installation, unless otherwise approved in writing by the Procurement Officer. [07-7B235-1]

SUBSTITUTIONS PROHIBITED OF SUBCONTRACTORS – RESIDENT SUBCONTRACTOR PREFERENCE (C.11.12): 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 College of Charleston may terminate your contract for cause and you may be debarred. In addition, the Procurement Officer may require you to pay the College of Charleston an amount equal to twice the difference between the price paid by the College of Charleston and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

TERM CONTRACT – BIDS AND QUOTES (C.03.15):

- A. The scope of this contract is limited by the Bidding Schedule and by the description included in the "Scope of Solicitation" and "Specifications" documents. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. Pursuant to Section 11-35-310(35), the College of Charleston may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by

all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the Procurement Officer.

- B. The College of Charleston shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Procurement Officer.
- C. As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary
 - 1. To comply with a requirement directly related to the work and imposed on the College either by law or as a condition of using state or federal assistance, grant, or contract funds, or
 - 2. For the College to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the College's data.
 Contractor may decline to honor a purchase order including additional contract terms.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (S.01.06): 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. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (C.01.15): Initial contract period: One year from date of award. At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless Contractor receives notice that the College elects not to renew the contract at least thirty (30) days prior to the date of renewal. The extensions may be less than but will not exceed four (4) additional one year periods. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (S.01.06): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (S.01.06): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. 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. [07-7A085-1]

TERMINATION FOR CONVENIENCE (C.02.15):

- A. **Termination:** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the College of Charleston. 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.

- B. **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 College of Charleston. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- C. **Right to Supplies:** The Procurement Officer may require the contractor to transfer title and deliver to the College of Charleston in the manner and to the extent directed by the Procurement Officer: (1) any completed supplies; and (2) 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 College of Charleston has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the College of Charleston has breached the contract by exercise of the Termination for Convenience Clause.
- D. **Compensation:**
1. 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 3 of this Paragraph.
 2. 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 College of Charleston, the proceeds of any sales of supplies and manufacturing materials under Paragraph C of this clause, and the contract price of the work not terminated
 3. Absent complete agreement under Subparagraph 2 of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph 2 shall not duplicate payments under this Subparagraph:
 - a. Contract prices for supplies or services accepted under the contract
 - b. Costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services
 - c. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs must not include costs paid in accordance with Subparagraph 3.b of this paragraph
 - d. 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 2 of this Paragraph, and the contract price of work not terminated.

4. Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs 2 – 3 of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- E. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not
 1. Affect the College of Charleston's right to require the termination of a subcontract, or
 2. Increase the obligation of the College beyond what it would have been if the subcontract had contained an appropriate clause.[07-7B265-1]

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY

CONTRACTS (S.01.06): Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination [07-7B255-1]

TOBACCO-FREE CAMPUS (C.08.14): Use of all tobacco products is prohibited in all College-owned or leased buildings; in all buildings on College- owned or leased land; on all College-owned or leased property, including outdoor seating areas; and in all College-owned, leased, and rented vehicles. Use of tobacco products is prohibited in all those places here identified, including but not limited to, offices (including private offices), classrooms, laboratories, stairwells, elevators, restrooms, hallways, porches and piazzas, rooftops, indoor and outdoor athletic facilities, residence halls and historic properties, shuttle buses, shuttle bus stops, parking structures and parking areas on College-owned or College-leased property, sidewalks on College- owned or College-leased property, lobbies and waiting areas, outdoor benches, green spaces on campus, and other common areas. Use of tobacco products is permitted in personal vehicles parked or being driven on College-owned or leased property, provided that the windows and doors of such personal vehicles are closed (i.e., tobacco products are used in an enclosed vehicle space) and tobacco waste products are stored in the vehicle and disposed of at off-campus locations. This policy does not restrict or prohibit the lawful possession of tobacco products on the College of Charleston campus. This Policy shall be applicable to the College Board of Trustees; faculty and staff of the College, whether part-time, full-time, or temporary; students while attending or employed by the College; contractors and consultants performing work or providing services on College-owned or leased property; individuals and organizations renting, leasing, or otherwise granted permission to use campus facilities; College affiliates; alumni and alumnae, guests, visitors, or invitees of the College; and members of the general public. All members of the campus community and members of the general public shall comply with this policy.

WARRANTY – ONE YEAR (C.11.12): Contractor warrants all items acquired shall conform to all Contractor's representations, the requirements of this contract, and all published documentation. Contractor must provide the manufacturer's standard written warranty upon delivery of all products associated with this solicitation. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B275-1]

VIII. Attachments to Solicitation

CofC+Magazine+Print+Spec+Sheet+Option+1+-+Revised

CofC+Magazine+Print+Spec+Sheet+Option+2+-+Revised

CofC+Magazine+Print+Spec+Sheet+Option+3+-+Revised

CHECKLIST (C.02.15): Avoid common bidding mistakes by reviewing this checklist prior to submitting your bid / proposal:

- A. Offerors should register with the College of Charleston eBid Sourcing System well in advance of the applicable solicitation's submittal deadline. The College requires 1 – 2 business days to review and activate your registration.
- B. If you are unfamiliar with our eBid Sourcing System, do not wait until the last day to submit your response. Give yourself time to comfortably learn and navigate the system.
- C. Thoroughly review all information under each tab and read each attached document.
- D. Check applicable dates/times for pre-bid conferences, site visits and deadlines for submittal of questions as listed in the "Project Details" and/or the "Public Notices" sections. If you have concerns and/or questions about the solicitation, inquire in writing before the deadline for questions. Please refer to "Submission of Questions" and "Pre-Bid / Proposal Conferences" sections of this document.
- E. Answer all questions in the "Requested Information" section and acknowledge all addenda. If an optional question does not apply to your Offer, enter "N/A" instead of leaving blank. If you claim any preferences, be sure to claim those same preferences under each applicable item listed in the "Bid Table".
- F. Enter your Offer / prices in the 'Bid Table' in the "Requested Information" section. Be sure to bid as specified according to quantities and units of measure requested.
- G. Reread your entire bid / proposal to ensure it does not take exception to any of the College's and/or State's mandatory requirements.
- H. Properly mark all protected, confidential or trade secret information in accordance with the "Submitting Confidential Information" section of this document. *Do not mark your entire bid / proposal as Confidential, Trade Secret or Protected! Do not include any notation stating that your entire response is not to be released!*
- I. Do not include any of your standard contract forms. Unless expressly required, do not include any additional boilerplate contract clauses.
- J. Check to ensure your bid / proposal includes everything requested. Consult the "Information for Offerors to Submit" in this document as well as any separate specifications documents. If not submitting electronically, ensure you submit the number of copies requested.
- K. Ensure your Offer is signed by a person who is authorized to contractually bind your business. After entering bid amount(s) in the "Bid Table" and uploading any required documents, you must digitally "sign" your Offer and submit.

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.

IX. KEY DATES:

Activity	Date
Release of Solicitation Documents	August 6, 2025
Deadline to Submit Written Questions	August 18, 2025, at 9:00 AM
Response to Written Questions/Solicitation Amendments	August 19, 2025
Bids Due	August 27, 2025, at 9:00 AM
Anticipated Date of Award Notification	On or before September 11, 2025

STATE OF S.C. PRINTING SPECIFICATION SHEET

The S.C. Government Printing Services Manual (9-28-05) shall be made a part of all Printing Procurements by reference.

PLEASE SUBMIT BOTH PAGES WITH BID

VENDOR _____ AUTHORIZED SIGNATURE _____

DESCRIPTION: College of Charleston Magazine AGENCY: College of Charleston

AGENCY CONTACT: Tom Cunneff PHONE NUMBER: 310-482-1630

QUANTITY (per issue): 84,000 ISSUES (per year): 2 PAGES AT SIZE: 18 x 10.875 FINISHED SIZE: 9 x 10.875

72 (Winter and Summer Issues) ☒ PLUS COVER ☐ SELF COVER ☐ OTHER: _____

STOCK: Text: Sterling Premium 70#, matte text Other: Comparable Substitutions Allowed

Cover: Sterling Premium 100#, gloss text Other: Comparable Substitutions Allowed

INK: Text - ☐ 1 Color _____ ☐ 2 Color _____ ☐ 3 Color _____ ☒ 4 Color Process

☐ 5 Color _____ ☐ 6 Color _____ ☐ Other: _____ ☒ Bleeds (No.)

Covers 1 & 4 - ☐ 1 Color _____ ☐ 2 Color _____ ☐ 3 Color _____ ☐ 4 Color Process

(Front & Back)

☐ 5 Color _____ ☐ 6 Color _____ ☒ Other: 6/4 colors: sandy aqueous, spot varnish +CMYK

☒ Bleeds (No. 4)

Covers 2 & 3 - ☐ 1 Color _____ ☐ 2 Color _____ ☐ 3 Color _____ ☒ 4 Color Process

(Inside Front

Inside Back)

☐ 5 Color _____ ☐ 6 Color _____ ☐ Other: _____ ☒ Bleeds (No. 4)

MECHANICAL: Composition and Layout provided by - ☐ Printer ☒ Agency ☐ Camera Ready ☐ Negatives Furnished

☐ Other: _____

MEDIA: Electronic Transmission - ☐ FTP ☐ E-mail ☒ Other: DVD or FTP Transfer

Media Format - ☐ IBM Comp. ☒ Macintosh ☐ Other: _____ ☐ File Copied to Media ☐ File Printed to Media

Media Type - ☐ 3.5" Floppy ☐ 44/88/200/270 Syquest ☐ EZ 135 Syquest ☐ 3.5" Magneto Optical

☐ 5.25" Magneto Optical ☒ 5.25" DVD ☐ Iomega ZIP ☐ Iomega Jazz ☒ Other: FTP Transfer

Layout Program - ☒ In Design CS 5.5 ☐ Other: Agency will provide PDFs for printing

Graphics Program- ☒ Illustrator (Creative Suite) ☐ Freehand (Vers. #) ☒ PhotoShop (Creative Suite) ☐ Other: _____

Typefaces provided by - ☐ Vendor ☒ Agency Typeface Brand: _____ Fonts used: _____

Color Separating by - ☐ Vendor ☒ Agency Color Trapping by- ☐ Vendor ☒ Agency

PRINTER: ☒ PostScript ☐ PCL ☐ Other: _____

Imaging Resolution Required - ☐ 600 dpi ☐ 1200 dpi ☒ 2400 dpi ☐ Other: _____

B&W SCANS: Line Screen Required: 300 dpi Scan Resolution Required: 600 dpi Size: _____ (No.) Size: _____ (No.)

FOUR-COLOR SCANS: Line Screen Required: 150 lpi Scan Resolution Required: 300 dpi

SEPARATIONS: Provided by: ☒ Printer ☐ Agency ☐ Min. Size (No.) ☐ 1/2 Page (No.) ☐ Full Page (No.)

Agency will provide: ☐ Transparency ☐ Print ☐ Art ☒ Other: digital files

TYPE OF PROOF: ☒ Match Print ☐ OR ☐ Other: _____

FOLDING: ☒ Yes ☐ No ☐ Type _____ SPECIAL APPLICATIONS: ☒ trim (3 sides) ☐ Scoring ☐ Perforations (No.)

PRE-PRESS: Native Insight or a comparable proofing system

BINDING: ☐ Saddle Stitch ☒ Perfect Bind ☐ Side Staple ☐ 3 Hole Drill ☐ Collated ☐ Plastic Bind ☐ Wire Bind ☐ Other: _____

PACKAGING: ☒ Boxed 75-100 per box ☐ Wrapped _____ per pkg. ☐ Shrink Wrapped _____ per pkg.

CALIBRATION PROCESS: Provide client printer color profiles and/or equivalent

COPY READY DATE: SEE SCHEDULE DELIVERY DATE REQUIRED: SEE SCHEDULE

MAILHOUSE SERVICES: data processing, CASS certification, NCOA, merge/purge data, inkjet, sort, tag/bag

☒ Inside Delivery: overage delivered to College of Charleston, Central Stores, 4750 Goer Drive, Units D & E, North Charleston, SC 29406

OPTION 1 - Revised

Total cost must include printing cost, freight for drop shipment (domestic mailing), and the freight for the overages to the College of Charleston's Central Stores Warehouse.

\$ _____ X 9 issues = \$ _____

POTENTIAL ADDITIONAL COSTS

The costs below 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 1,000 for additional quantities at pressrun \$ _____

☒ Cost per 2,500 for additional quantities at pressrun \$ _____

☐ Cost per reprint in lots of _____ within one year of award \$ _____

Cost per signature to: ☒ Add 8-page signature \$ _____

Cost per signature to: ☒ Add 16-page signature \$ _____

☐ Cost per page for negative and re-stripping \$ _____

☒ Cost for customer alteration: Proof (per page) \$ _____

☒ 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 \$ _____

DETERMINATION OF A NON-RESPONSIVE PROPOSAL

Solicitation: 2026-JCB-000000318-BVB-T5

Issue Date: August 6, 2025

Opening Date: August 27, 2025

Proposal Submitted By: Martin Printing Company

Dear Shonda,

The following are excerpts from the original College of Charleston solicitation, SC Consolidated Procurement Code, and SC Procurement Regulations relevant to the Determination of Non-Responsiveness:

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the 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. [R.19-445.2070 and Section 11-35-1520(13)]

§ 11-35-1520: COMPETITIVE SEALED BIDDING:

(13) Minor Informalities and Irregularities in Bids. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The procurement officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the State. Such communication or determination shall be in writing. Examples of minor informalities or irregularities include, but are not limited to:

(d) failure of a bidder to acknowledge receipt of an amendment to a solicitation, but only if:

(i) the bid received indicates in some way that the bidder received the amendment, such as where the amendment added another item to the solicitation and the bidder submitted a bid, thereon, provided that the bidder states under oath that it received the amendment prior to bidding and that the bidder will stand by its bid price or,

(ii) the amendment has no effect on price or quantity or merely a trivial or negligible effect on quality or delivery, and is not prejudicial to bidders, such as an amendment correcting a typographical mistake in the name of the governmental body;

R 19-445.2070: REJECTION OF INDIVIDUAL BIDS

A. General Application.

Any bid which fails to conform to the essential requirements of the invitation for bids shall be rejected.

B. Nonresponsive Bids.

Any bid which fails to conform to the delivery schedule, to permissible alternates thereto stated in the invitation for bids, or to other material requirements of the solicitation may be rejected as nonresponsive.

Martin Printing Company's bid did not include Capability and Skill, and background, qualifications, and experiences... as required in 3. A. and B.1. of the Technical Proposal submittal instructions located on pages 16 and 17 in the solicitation document.

For reference, included below are the submittal requirements with the missing items highlighted.

Per Responsiveness sub-section of RESPONSIVENESS / IMPROPER OFFERS (C.06.15) "Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected."

Based on all the above, Martin Printing Company's bid is deemed "Nonresponsive."

A handwritten signature in blue ink, appearing to read 'Casey Bassett', enclosed in a thin black rectangular border.

Casey Bassett
Procurement Manager I
8/27/2025

IV. Information for Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (S.01.06): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation: [04-4005-1]

At a minimum, the following areas must be addressed in all proposals:

Note: Offeror must submit all information required by responding to this solicitation's Questions and Bid Table sections located in the eBid system. Attachments may also be submitted.

1. **Offeror's Contact Information:** Provide the name(s), e-mail addresses, and phone number(s) of the company representatives who can be contacted regarding your bid.
2. **Attributes Included with Every Solicitation:** Provide answers to the eleven (11) questions on this questionnaire.
3. **Technical Proposal:**

A. Capability & Skill:

1. Describe the resources, including equipment, staff (number of staff and their qualifications), and facilities that the Offeror has to fulfill the requirements of this solicitation.
 - i. Data Processing
 - ii. Printing
 - iii. Postal
2. Describe what processes and procedures are utilized to ensure quality.
3. Samples of work, preferably of college publications similar to what is requested with this solicitation. The samples should be jobs produced by the offeror within the last twelve (12) months. Include a brief description of the project/print job along with a sample.
4. Identify any special awards, commendations, or certifications that your company holds

B. References / Qualifications / Experiences

1. Provide a description of the Offeror's background, qualifications, and experiences to supply printing and mail services as requested in this solicitation. Include the following:
 - The year the business started.
 - Provide any information regarding failed projects and an explanation of any litigation in which the company has been involved over the last 3 years or is currently involved. List all OSHA violations and other violations/regulatory infractions cited by any other governmental entity, if any, over the last three calendar years through the date of bid submission. Also, list any contracts terminated for cause or convenience prior to the expiration date of the contract.
 - Include resumes of key staff who will manage the project through to completion.
2. Provide references from not less than three (3) other customers for whom the Offeror has provided substantially similar products and/or services. Include

names, addresses, and telephone numbers of administrators who can evaluate the general quality of your performance.

4. **Cost Proposal:**

The Business/Price Proposal **must be submitted separately** from the Technical Proposal. Offerors shall include the print costs and all freight charges (including the freight for drop shipment of domestic mailing and the freight for overages) on the provided bid table located in the eBid system under this solicitation's listing. (<http://ebid.cofc.edu>). Offerors are to upload, in the 'Supplier Attachment' section of the system, a PDF of the breakdown of costs by print and mail services, materials, and freight.



Procurement & Supply Services

Statement of Intent to Award

Posting Date: September 17, 2025

This is a statement of intent to award a contract and becomes the official statement of award effective **September 27, 2025**, unless otherwise suspended or canceled. Vendors are cautioned not to begin work on the contract or incur any costs associated with the contract prior to the effective date of the contract. The State assumes no liability for the expenses incurred by vendors prior to the effective date of the contract.

Bidder's right to protest as listed in section 11-35-4210 in the South Carolina Consolidated Procurement Code applies to this intent to award. Protest to be filed with:

Chief Procurement Officer
Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201
Facsimile: 803-737-0639
E-mail: protest-mmo@mmo.sc.gov

Solicitation: 2026-JCB-000000318-BVB-T5
Issue Date: August 6, 2025
Opening Date: August 27, 2025
Description: Printing and Mailing Distribution of the College of Charleston Magazine

Awarded to: The Lane Press, Inc
87 Meadowland Dr
South Burlington, VT 05403

Evaluated Amount: \$818,470.00
Estimated Total Amount: \$818,470.00

Initial Term of Contract: September 27, 2025, through September 26, 2026

Maximum Term of Contract: September 27, 2025, through September 26, 2030

Procurement Officer:

Casey Bassett

Exhibit E

	Martin Printing Company
Total Bid	351,924.40
Subtotal: Required Items	351,924.40
Subtotal: Optional Items	0.00
Service Line Items	351,924.00
Group S1	351,924.00
S1.1 Printing & Mail Services - Winter 2026 and Summer 2026 Issue	
Target Price	1.00
Unit Price	0.7829
Item Total Price	66,546.50
Commodity Code	80141501 - Marketing analysis
Description	Printing and mail services for College of Charleston magazine
Quantity	85,000.00
Estimated Service Start Dates	12/1/2025
Estimated Service End Dates	6/30/2026
Comment (Optional)	
S1.2 Printing & Mail Services - Winter 2027 and Summer 2027 Issue	
Target Price	1.00
Unit Price	0.7960
Item Total Price	69,252.00
Commodity Code	-
Description	Printing and mail services for College of Charleston magazine
Quantity	87,000.00
Estimated Service Start Dates	1/1/2026
Estimated Service End Dates	6/30/2027
Comment (Optional)	
S1.3 Printing & Mail Services - Winter 2028 and Summer 2028 Issue	
Target Price	1.00
Unit Price	0.7938
Item Total Price	70,648.20
Commodity Code	80141501 - Marketing analysis
Description	Printing and mail services of the College of Charleston Magazine
Quantity	89,000.00
Estimated Service Start Dates	12/1/2027
Estimated Service End Dates	6/30/2028
Comment (Optional)	
S1.4 Printing & Mail Services - Winter 2029 and Summer 2029 Issue	
Target Price	1.00
Unit Price	0.7916
Item Total Price	72,035.60
Commodity Code	80141501 - Marketing analysis
Description	Printing and mail services for College of Charleston Magazine
Quantity	91,000.00
Estimated Service Start Dates	12/1/2028

Estimated Service End Dates	6/30/2029
Comment (Optional)	
S1.5 Printing & Mail Services - Winter 2030 and Summer 2030 Issue	
Target Price	1.00
Unit Price	0.7897
Item Total Price	73,442.10
Commodity Code	80141501 - Marketing analysis
Description	Printing and mail services for College of Charleston Magazine
Quantity	93,000.00
Estimated Service Start Dates	12/1/2029
Estimated Service End Dates	6/30/2030
Comment (Optional)	
Questions	
Page 1	
Group 1: Bidder's Contact Information	
1.1 Provide Company name, company address, e-mail addresses and phone number(s) of the company representatives who can be contacted regarding your bid.	Martin Printing Co., Inc. 1765 Powdersville Rd. Easley, SC 29642 Shonda Brown, Procurement & Office Manager 864-630-3387 shonda@martinprinting.com
Group 2: Attributes Included With Every Solicitation	
2.1 I have read, understand, and accept all terms, conditions, information, specifications contained in this solicitation. (If your response is No, your submission may be disqualified)	Yes
2.2 I Acknowledge that I have received and understand all contents of issued addenda associated with this solicitation.	Yes
2.3 I have read, completed, signed, and attached the SC Non-Resident Taxpayer Registration Affidavit Form I-312, if applicable.	No
2.4 I certify I am duly authorized to certify on behalf of my entity identified in this registration and, as of this date, I am NOT, nor is my entity, on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer immediately if, at any time, I am added, or my entity is added, to the Iran Divestment Act List. Information regarding this act may be found at www.procurement.sc.gov .	Yes
2.5 Enter the number of years your company has been in business performing work in similar size and scope to the requirements of this solicitation.	122

2.6 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 College of Charleston may evaluate your proposed subcontractors.	None that exceeds 10%
2.7 If you wish to claim the SC Resident Vendor Preference (for goods) or the SC Resident Contractor Preference (for services), please provide the street address and phone number for your in-state office in the space provided below. To qualify, you must maintain an office in SC. An office is defined as a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the Offeror for at least one year before the bid opening. 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. Please carefully read ""Preferences"" clauses in the "Bid Template" document. More information is available at www.procurement.sc.gov/PS/PS-preferences.phtm. REMEMBER: Offerors must check each applicable line item (under the ""Line Items"" tab) to denote goods and/or services claimed for preferences.	Martin Printing Co., Inc 1765 Powdersville Rd. Easley, SC 29642 864-501-3610
2.8 Is the Offeror a SC Certified Small/ Minority Business? To check eligibility, register or confirm status, please consult the SC Office of Small and Minority Business Assistance at www.govoepp.state.sc.us/osmba or 803.734.0657.	Yes
2.9 Is the Offeror a Small/ Minority Owned Business Certified by Another Governmental Entity?	No
2.10 If Yes, Please List the Certifying Governmental Entity/Entities	
2.11 Will Any Work Under this Contract Be Performed by a SC Certified Small/ Minority Owned Business as a Subcontractor?	No
Group 3: References	
3.1 You will need to provide references from at least THREE current customers for whom Offeror has provided substantially similar products and/or services. References 1: Enter Below Please provide (1.) Organization Name (2.) Contact Name (3.) Current Telephone Numbers (4.) Current eMail Addresses (5.) Types of Goods and/or Services Rendered	South Carolina Electric Cooperative Ann Westbrook 803-739-3034

3.2 References 2: Please provide (1.) Organization Name (2.) Contact Name (3.) Current Telephone Numbers (4.) Current eMail Addresses (5.) Types of Goods and/or Services Rendered	Clemson University Brian Hennessy 864-656-1926
3.3 References 3: Please provide (1.) Organization Name (2.) Contact Name (3.) Current Telephone Numbers (4.) Current eMail Addresses (5.) Types of Goods and/or Services Rendered	Laurel Magazine Janet Cummings 828-371-2689
Group 4: Additional Questions	
4.1 Did you fill out and upload the required CofC Magazine Print Spec Sheet located in Buyer Attachments?	Yes
4.2 Did you upload your Technical Proposal?	Yes

STATE OF S.C. PRINTING SPECIFICATION SHEET

The S.C. Government Printing Services Manual (9-28-05) shall be made a part of all Printing Procurements by reference.

PLEASE SUBMIT BOTH PAGES WITH BID

VENDOR Martin Printing Co., Inc. AUTHORIZED SIGNATURE Shonda J. Brown

DESCRIPTION: College of Charleston Magazine AGENCY: College of Charleston

AGENCY CONTACT: Tom Cunneff PHONE NUMBER: 310-482-1630

QUANTITY (per issue): 84,000 ISSUES (per year): PAGES AT SIZE: 18 x 10.875 FINISHED SIZE: 9 x 10.875

72 (Winter and Summer Issues) ☒ PLUS COVER ☐ SELF COVER ☐ OTHER: _____

STOCK: Text: Sterling Premium 70#, matte text Other: Comparable Substitutions Allowed

Cover: Sterling Premium 100#, gloss text Other: Comparable Substitutions Allowed

INK: Text - ☐ 1 Color ☐ 2 Color ☐ 3 Color ☒ 4 Color Process
☐ 5 Color ☐ 6 Color ☐ Other: _____ ☒ Bleeds (No.)

Covers 1 & 4 - (Front & Back) ☐ 1 Color ☐ 2 Color ☐ 3 Color ☐ 4 Color Process
☐ 5 Color ☐ 6 Color ☒ Other: 6/4 colors: sandy aqueous, spot varnish +CMYK
☒ Bleeds (No. 4)

Covers 2 & 3 - (Inside Front Inside Back) ☐ 1 Color ☐ 2 Color ☐ 3 Color ☒ 4 Color Process
☐ 5 Color ☐ 6 Color ☐ Other: _____ ☒ Bleeds (No. 4)

MECHANICAL: Composition and Layout provided by - ☐ Printer ☒ Agency ☐ Camera Ready ☐ Negatives Furnished
☐ Other: _____

MEDIA: Electronic Transmission - ☐ FTP ☐ E-mail ☒ Other: DVD or FTP Transfer

Media Format - ☐ IBM Comp. ☒ Macintosh ☐ Other: _____ ☐ File Copied to Media ☐ File Printed to Media

Media Type - ☐ 3.5" Floppy ☐ 44/88/200/270 Syquest ☐ EZ 135 Syquest ☐ 3.5" Magneto Optical
☐ 5.25" Magneto Optical ☒ 5.25" DVD ☐ Iomega ZIP ☐ Iomega Jazz ☒ Other: FTP Transfer

Layout Program - ☒ In Design CS 5.5 ☐ Other: Agency will provide PDFs for printing

Graphics Program - ☒ Illustrator (Creative Suite) ☐ Freehand (Vers. #) ☒ PhotoShop (Creative Suite) ☐ Other: _____

Typefaces provided by - ☐ Vendor ☒ Agency Typeface Brand: _____ Fonts used: _____

Color Separating by - ☐ Vendor ☒ Agency Color Trapping by - ☐ Vendor ☒ Agency

PRINTER: ☒ PostScript ☐ PCL ☐ Other: _____

Imaging Resolution Required - ☐ 600 dpi ☐ 1200 dpi ☒ 2400 dpi ☐ Other: _____

B&W SCANS: Line Screen Required: 300 dpi Scan Resolution Required: 600 dpi Size: _____ (No.) Size: _____ (No.)

FOUR-COLOR SCANS: Line Screen Required: 150 lpi Scan Resolution Required: 300 dpi

SEPARATIONS: Provided by: ☒ Printer ☐ Agency ☐ Min. Size (No.) ☐ 1/2 Page (No.) ☐ Full Page (No.)

Agency will provide: ☐ Transparency ☐ Print ☐ Art ☒ Other: digital files

TYPE OF PROOF: ☒ Match Print ☐ OR ☐ Other: _____

FOLDING: ☒ Yes ☐ No ☐ Type _____ SPECIAL APPLICATIONS: ☒ trim (3 sides) ☐ Scoring ☐ Perforations (No.)

PRE-PRESS: Native Insight or a comparable proofing system

BINDING: ☐ Saddle Stitch ☒ Perfect Bind ☐ Side Staple ☐ 3 Hole Drill ☐ Collated ☐ Plastic Bind ☐ Wire Bind ☐ Other: _____

PACKAGING: ☒ Boxed 75-100 per box 9.5 ☐ Wrapped _____ per pkg. ☐ Shrink Wrapped _____ per pkg.

CALIBRATION PROCESS: Provide client printer color profiles and/or equivalent

COPY READY DATE: SEE SCHEDULE DELIVERY DATE REQUIRED: SEE SCHEDULE

MAILHOUSE SERVICES: data processing, CASS certification, NCOA, merge/purge data, inkjet, sort, tag/bag

☒ Inside Delivery: overage delivered to College of Charleston, Central Stores, 4750 Goer Drive, Units D & E, North Charleston, SC 29406

Total cost must include printing cost, freight for drop shipment (domestic mailing), and the freight for the overages to the College of Charleston's Central Stores Warehouse.

\$ 70,815.00 X 9 issues = \$ 637,335.⁰⁰

POTENTIAL ADDITIONAL COSTS

The costs below 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 1,000 for additional quantities at pressrun \$ 910.00
- ☒ Cost per 2,500 for additional quantities at pressrun \$ 2,275.00
- ☐ Cost per reprint in lots of _____ within one year of award \$ _____
- Cost per signature to: ☒ Add 8-page signature \$ _____
- Cost per signature to: ☒ Add 16-page signature \$ _____
- ☐ Cost per page for negative and re-stripping \$ _____
- ☒ Cost for customer alteration: Proof (per page) \$ 20.00
- ☒ 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 \$ _____