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

SUBMIT OFFER BY (Opening Date/Time): 02/25/2014 @ 2:00 PM EST
See “Deadline For Submission Of Offer” provision

QUESTIONS MUST BE RECEIVED BY: 02/05/2014 @ 5:00 PM EST
See “Questions From Offerors” provision

NUMBER OF COPIES TO BE SUBMITTED: 1 Original, 4 Copies, And 1 Redacted Copy

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

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
Trident Technical College
Procurement Office
PO Box 118067
Charleston, SC 29423
Fax: 843 574-6395

PHYSICAL ADDRESS:
Trident Technical College
Procurement Office
Building 940, Suite G, Room 110
2050 Mableine Rd. N. Chas SC 29406

ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE ONCE DAILY AT AROUND 8:00 A.M. (EXCLUDING WEEKENDS AND HOLIDAYS).

CONFERENCE TYPE: Pre-proposal Conference – Non-Mandatory
DATE & TIME: Tuesday, 02/04/2014 @ 11:30 AM EST
As appropriate, see “Conferences - Pre-Bid/Proposal” & “Site Visit” provisions

LOCATION: Trident Technical College
7118 Rivers Avenue
Building 900, Room 201
North Charleston, SC 29406

AWARD & AMENDMENTS
Award will be posted on the website stated below on 03/07/2014. The award, this solicitation, and any amendments will be posted at the following web address: http://www.tridenttech.edu/procurement.htm

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

NAME OF OFFEROR (Full legal name of business submitting the offer)

OFFEROR’S TYPE OF ENTITY:
(Check one)
□ Sole Proprietorship
□ Partnership
□ Corporation (tax-exempt)
□ Corporate entity (not tax-exempt)
□ Government entity (federal, state, or local)
□ Other (See “Signing Your Offer” provision.)

AUTHORIZED SIGNATURE
(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

TITLE (Business title of person signing above)

PRINTED NAME (Printed name of person signing above) DATE SIGNED (See “Signing Your Offer” provision.)

Instructions regarding Offeror’s name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION
(If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.
(See “Taxpayer Identification Number” provision)

COVER PAGE MMO (JAN. 2006)
PAGE TWO
(Return Page Two with Your Offer)

| HOME OFFICE ADDRESS (Address for offeror’s home office / principal place of business) |
| NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See “Notice” clause) |
| Area Code - Number - Extension Facsimile |
| E-mail Address |

| PAYMENT ADDRESS (Address to which payments will be sent.) (See “Payment” clause) |
| ORDER ADDRESS (Address to which purchase orders will be sent) (See “Purchase Orders and “Contract Documents” clauses) |

| Payment Address same as Home Office Address |
| Payment Address same as Notice Address (check only one) |

| ORDER Address same as Home Office Address |
| Order Address same as Notice Address (check only one) |

ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See “Amendments to Solicitation” Provision)

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DISCOUNT FOR PROMPT PAYMENT
(See "Discount for Prompt Payment" clause)

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Solicitation Outline

I. Scope of Solicitation

II. Instructions to Offerors
   A. General Instructions
   B. Special Instructions

III. Scope of Work / Specifications
   A. Requestor’s Address and Recipient of Proposals
   B. Information Requested from the Offeror
   C. Evaluation of Proposals
   D. Nature of Services Required

IV. Information for Offerors to Submit

V. Qualifications

VI. Award Criteria

VII. Terms and Conditions
   A. General
   B. Special

VIII. Bidding Schedule / Cost Proposal

IX. Attachments to Solicitation
Questions:

Deadline for receipt of questions regarding this Solicitation: **02/05/14 @ 5:00 PM EST**

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

Send Questions to: Mail: Trident Technical College Procurement Department PO Box 118067 Charleston, SC 29423 Attn: Wendy Dennis

Email: procurement.questions@tridenttech.edu Fax: 843 574-6395

Mark Envelopes, faxes or emails: Questions: Perform Financial & Compliance Audits for Trident Technical College 140120-946-05106-02/25/14
I. Scope of Solicitation

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

This procurement is being made under Exemption dated 7/13/1982 and Section 11-35-1250 of the South Carolina Consolidated Procurement Code.

Maximum Contract Period – Estimated (JAN 2006): 3/01/2014 – 11/30/2018 Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract –Effective Date / Initial Contract Period".

Type of Contract
A contract or contracts will be awarded by the Trident Technical College Procurement office for the period indicated and in accordance with the provisions and conditions of this solicitation.

FUNDS NOT AVAILABLE (JAN 2006): The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made.

II. Instructions to Offerors

A. General Instructions

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

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD (JAN 2004): In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation

BOARD AS PROCUREMENT AGENT (JAN 2004): (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008):

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. [02-2A032-1].

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

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

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

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

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

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

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

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

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


COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (AUG 2004): Any offer received after the deadline for receipt of quotations shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the date and time set on the deadline for receipt of quotations. [R.19-445.2070(H)]

DEFINITIONS (JAN 2004): EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITION ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (JAN 2004): Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror’s risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State’s attention.

OFFEROR’S RESPONSIBILITY: Additionally, each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract. (TTC 03/05)

ETHICS CERTIFICATE (May 2008): 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 Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). 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 8-13-775, 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 state may rescind any contract and recover all amounts expended as a result 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]

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

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

QUESTIONS FROM OFFERORS (JAN 2004): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation’s title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.
REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

REJECTION – TIME: The right is reserved to reject any offer in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

RESPONSIVENESS / IMPROPER OFFERS (JAN 2004):
(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(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)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.

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

SUBMISSION OF OFFER: By Submission of an offer, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period.
STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/myscgovweb/weather.html.

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, it's officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAXPAYER IDENTIFICATION NUMBER (JAN 2004): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or
instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004): Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (May 2008): 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. [02-2A032-1].

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

B. Special Instructions

TRIDENT TECHNICAL COLLEGE WILL NOT ACCEPT FAXED PROPOSALS

CONFERENCE – PRE-BID/PROPOSAL (JAN 2006): Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

CONTENTS OF OFFER (RFP) – SPO (JAN 2006): (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 RFP. Emphasis should be on completeness and clarity of content. (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume. (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.

SUBMITTING REDACTED OFFERS (TTC 2011): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. With the exception of redacted information, the redacted copy must be identical to the original.

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1].

MAIL PICKUP (TTC 01/06): ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE ONCE DAILY AT AROUND 8:00 A.M. (EXCLUDING WEEKENDS AND HOLIDAYS). See provision entitled Deadline for Submission of Offer.

OPENING PROPOSALS – PRICES NOT DIVULGED (JAN 2006): In competitive sealed proposals, prices will not be divulged at opening. [§ 11-35-1530 & R. 19-445.2095(c) (1)].

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

III. Scope of Work/Specifications

Introduction

Trident Technical College is a multi-campus two-year educational institution governed by appointed Area Commission Members from Berkeley, Charleston, and Dorchester counties. Locations of these campuses are:
Trident serves about 17,000 credit students per semester. The college provides a program of continuing education to meet the demands of employers. Student revenue is generated from tuition and fee payments and the sale of textbooks and supplies. In addition to student revenue, the college receives operating and capital funds from federal, local, and state governments, as well as other private sources. The college administered approximately $102 million in federal expenditures last fiscal year, which included $58 million for Direct Student Loans. Major federal programs included the student financial aid cluster (Department of Education funds) and the Program of Competitive Grants for Workers Training and Placement in High Growth and Emerging Industry Sectors (Department of Labor ARRA funds). The college's records are maintained on Ellucian’s Colleague financial system and the bookstores operate on a stand-alone point of sale (POS) Nebraska Book System Win Prism.

The Trident Technical College Foundation is a legally separate, tax-exempt component unit of the college. The Foundation awards scholarships, fellowships and stipends to students, faculty, and staff as well as providing other program support. The Foundation board is self-perpetuating and consists of influential business leaders in the local community. Although the college does not control the timing or the amount of receipts from the Foundation, the majority of the resources or income thereon that the Foundation holds and invests is restricted to the activities of the college by the donors. Because these restricted revenues held by the Foundation can only be used by, or for the benefit of, the college, the Foundation is considered a component unit of the college and the Foundations financial statements are inserted in the College’s Comprehensive Annual Financial Report. The Foundation’s statements are audited by other auditors whose report is furnished to the College.

The Trident Technical College Enterprise Campus Authority (the Authority) was established in 2006 by the 1976 South Carolina Code of Laws Section 59-53-460. The legislation establishing the Authority requires that the members of the College’s Area Commission also constitute the Board of the Authority. The Authority’s financial activity is blended in the financial statements of the college.

The College maintains budgetary controls in the form of line-item budgets and budget transfer restrictions. The objective of these budget controls is to ensure compliance with the annual budget adopted by the Area Commission. The college maintains an encumbrance accounting system as one technique of accomplishing budgetary control.

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Trident Technical College for its comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2012. The College has received a Certificate of Achievement for the last 20 consecutive years. The College has submitted the fiscal year 2013 CAFR for the Certification of Excellence in Financial Reporting program of the GFOA and plans to continue submission and achieving a high standard of financial reporting.

**TECHNICAL COLLEGE REQUEST FOR PROPOSAL OF AUDITING SERVICES**

**A. REQUESTOR’S ADDRESS AND RECIPIENT OF PROPOSALS**

The requestor is: Trident Technical College
PO Box 118067
2050 Mabeline Road
Charleston, SC 29423

Representing the requestor for receipt of proposals is:
Wendy G. Dennis
Procurement Specialist
Trident Technical College
PO Box 118067
Charleston, SC 29423
Phone: 843 574-6065
Fax: 843 574-6395
To qualify for consideration, one (1) original 4 copies, and 1 redacted copy of your proposal and one copy of your latest external quality review report must be received at the office designated above by 2:00 p.m. on February 25, 2014. Late proposals will be rejected as not meeting the mandatory RFP requirements. Your proposal must comply strictly to the required format. The offeror selected will be announced through posting of intent to award by March 07, 2014. A pre-proposal conference will be held at Trident Technical College, Building 900, Room 201, 7118 Rivers Avenue, N. Chas., SC on Tuesday, February 4, 2014 at 11:30 AM. Representative(s) of the requestor will meet with prospective offerors to answer questions about the RFP and to make available for an on-site inspection the previous year's audit, reference publications, and a sample of the accounting records.

B. INFORMATION REQUESTED FROM THE OFFEROR

To simplify the review process and obtain the maximum degree of comparison, we require that proposals be organized in the manner specified by the RFP. The following outline includes all the information called for in the RFP. Where the words "state" or "affirm" appear, the offeror is required to literally make a statement or affirmation.

**Title Page**
Show the RFP subject, the name of the offeror’s firm, local address, telephone number, name of the contact person, and the date.

**Table of Contents**
Include a clear identification of the material by section and by page number.

**Letter of Transmittal**
Limit to one or two pages.
1. Briefly state the offeror’s understanding of the work to be done and make a positive commitment to perform the work within the time period.
2. State the following regarding fees for the work that will be performed:
   a. State the all-inclusive fee for which the audit work will be performed.
   b. State that the all-inclusive fee includes all out of pocket costs.
   c. State a separate all-inclusive fee for each of the five years to be audited.
   d. State separate hourly rates by staffing and skill level for additional technical services.
3. State that the college or the successful offeror can cancel this agreement by written notice delivered no less than 60 calendar days prior to any fiscal year end.
4. State the names of the persons who will be authorized to make representations for the offeror, their titles, addresses, telephone numbers, fax numbers and email addresses.
5. State that the person signing the letter will be authorized to bind the offeror.
6. State the name of the partner assigned to this engagement and the partner assigned the responsibility for the quality of the report and working papers. Give their telephone numbers, fax numbers, and email addresses.
7. State that the partner(s) and auditor-in-charge assigned to this engagement will be furnished copies of this RFP and their attention will be specifically directed to the following captions:
   - Nature of Services Required
   - Report Requirements
   - Time Considerations and Requirements
   - Contractual Arrangements
   - Working Papers

**Profile of the Offeror**
1. State whether the firm is local, regional, national or international.
2. State the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
3. Describe the range of activities performed by the local office such as auditing, tax service, or management services.

**Mandatory Criteria**
1. Affirm that the offeror is a properly licensed certified public accounting firm
2. Affirm that the offeror is either currently licensed in South Carolina or has obtained an Out-of-State Firm Registration, and is enrolled in a qualified peer review program.

3. Affirm that the offeror meets the independence standards specified in the GAO Government Auditing Standards issued by the Comptroller General of the United States.

4. Affirm that the offeror does not discriminate in employment of persons upon the basis of race, color, creed, national origin, sex, age or physical handicap.

5. Certify that, in accordance with Section 44-107-10 through 44-107-90 of the 1976 South Carolina Code of Laws, as amended, you will provide a drug-free workplace during the term of this contract.

6. Affirm that the audit will be completed and delivered within required deadline each year. See Section IV Nature of Services Required, “Contractual Arrangements.” Meeting the deadline is necessary to allow timely completion of both the State Board for Technical and Comprehensive Education annual audit and the audit of the South Carolina Comprehensive Annual Financial Report (CAFR). Please note that the deadlines are absolute, as the audited financial statements will be incorporated in the State of South Carolina Comprehensive Annual Financial Report.

7. Affirm that the offeror has experience in auditing other colleges or technical colleges, or universities that follow the Governmental Accounting Standards Board (GASB) 34/35 model.

8. Affirm that the offeror has experience in auditing expenditures of federal awards in accordance with Government Auditing Standards and OMB Circular A-133.

9. Affirm that the offeror has experience with the GFOA Certification of Excellence in Financial Reporting program.

Summary of Offeror’s Qualifications
1. Identify the supervisors who will work on the audit, including staff from other than the office registered in South Carolina. Résumés including relevant experience and continuing education for each supervisory person to be assigned to the audit should be included. Specify governmental CPE attended in the past 24 months by the partner(s) and auditor-in-charge to be assigned to this audit. (The résumés may be included as an appendix.)

2. Describe the recent local and regional office auditing experience similar to the type of audit requested, and give the names, telephone numbers, and email addresses of client officials responsible for three of the audits listed.

3. Provide a copy of your firm’s most recent independent peer review report as required by the GAO.

4. State that your firm is aware of the current GAO Yellow Book requirements concerning continuing education and peer review and that you will comply with them during the term of this contract.

Offeror’s Approach to the Audit
Submit a work plan to accomplish the scope defined in Part IV, Section IV of the RFP. The work plan shall address each of the following:

a. Time estimates for each significant segment of the work and the number of hours expected on campus and off campus. Define the work segments and the level of staff assigned to each segment. Where possible, individual staff members should be named. The planned use of specialists should be specified.

b. Identify which reports are needed by the successful offeror. The college will provide a Summary General Ledger Trial Balance at June 30 that the successful offeror may keep. The college will make all client-prepared schedules available. The schedules are to be considered property of the college and must remain on campus. The successful offeror may copy the schedules.

c. Specify any equipment that the successful offeror will need for their use while on campus.

1. Financial Audit
a. State that the audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the provisions of Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Office of the Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

b. State that the primary purpose of the audit is to express an opinion on the financial statements and that an audit is subject to the inherent risk that errors or irregularities may not be detected. State that if conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, the auditor will promptly advise the College President. Finally, state that no extended services will be performed unless they are authorized in writing by the College President, under the conditions outlined under the "Contractual Arrangements" section of this Request for Proposal. State that any additional charges must have prior approval of the State Auditor.
c. State that routine quality control will be performed on the draft of the comprehensive annual financial report prior to preparation of the final copy to be published.

2. State that in accordance with the auditing standards set forth in Part IV, Section IV of the RFP, Nature of Services Required, the offeror will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations, and contracts.

3. State that all conditions and requirements contained in the RFP will be strictly observed.

4. Compensation
   a. State the total hours and hourly rate required by staff classification and the resulting all-inclusive maximum fee, including out-of-pocket costs, for which the requested work will be done. A separate all-inclusive fee must be stated for each of the five years.
   b. State a separate hourly fee by staffing and skill level for additional technical assistance.

Progress billings will be accepted up to 50% of the total fee. Billings are to be based on percent of completion. Billing for the final 50% of the fee will be accepted upon the delivery of all required reports. The college reserves the right to adjust the percentages (up or down) based on your meeting agreed delivery dates in previous year(s). All invoices must include your Federal Employer Identification Number.

Additional Data
Since the preceding sections are to contain only data that is specifically requested, any additional information considered essential to the proposal should be included in this section. The offeror's general information publications, such as directories or client lists, should not be included. If there is no additional information to present, state "There is no additional information we wish to present."

C. EVALUATION OF PROPOSALS

The following factors will be considered during our evaluation.

Technical Factors
1. Responsiveness of the proposal in clearly stating understanding of the work to be performed, including making all required statements and affirmations.
   Evaluators will consider:
   • Appropriateness and adequacy of proposed procedures.
   • Necessity of procedures.
   • Reasonableness of time estimates.
   • Appropriateness of assigned staff levels.
   • Timeliness of expected completion.

2. Qualifications of staff, including recent pertinent continuing education.

3. Size and structure of the firm.

4. Technical experience of the firm, including experience with GASB 34/35.

5. Technical experience of the firm in performing an audit of federal expenditures in accordance with OMB Circular A-133.

6. The South Carolina Technical Education System's prior experience with the firm, with emphasis on report and work paper quality, and track record of meeting agreed upon delivery dates.

Cost Factors
Although cost is a significant factor, it will not be the sole factor.

If there is reason to believe that an unreasonably low proposal has been made, it will be rejected. One method of measuring reasonableness is to divide the proposed cost by a reasonable average hourly rate to show hours of effort that might be expected.

Any proposal that does not include all the required statements and affirmations called for in Part IV; Section II will automatically be rejected as not being responsive.

D. NATURE OF SERVICES REQUIRED

Each proposal must address the conduct of an audit and expression of any opinion upon the financial statements of the College, including the Enterprise Campus Authority, for the years ended June 30, 2014, 2015, 2016, 2017 and 2018.
The audit must be performed in accordance with auditing standards generally accepted in the United States of America, the provisions of Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and shall include all required reports.

The audit must also include audit procedures to ensure that the College has complied with State laws, rules and regulations that could materially affect the basic financial statements and the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that are applicable to each of the College’s major federal programs.

The audit of the financial statements must also comply with the Financial Reporting Guide for the South Carolina Technical College System and the Office of the Comptroller General’s Policies – Financial Statements Incorporated into the State CAFR.

The successful offeror must arrange with the College to physically observe Bookstore year-end inventories at June 30 of each contract year, if in the auditor’s opinion, such inventories are material and not observing them would affect the opinion on the financial statements.

From time to time, the College may require assistance from the successful offeror to assist with technical issues. For example, the College may request the successful offeror’s assistance in reviewing policy and financial reporting issues related to new Governmental Accounting Standards Board (GASB) pronouncements. The proposal must specify an hourly rate for providing such services by staffing and skill level. Said rates must be all-inclusive and include all out of pocket costs.

The Comptroller General of South Carolina issues an annual Comprehensive Annual Financial Report (CAFR) for the State of South Carolina, and the Comptroller General will utilize the College’s audited financial statements when preparing the State CAFR. Therefore, it is extremely important that the mandatory final delivery date set out in this RFP be met.

Report Requirements
The reports are to be addressed to the College’s Area Commission. The audit report on the financial statements must describe the nature of the audit and that the audit was performed in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States. The report must include an opinion as to whether the statements conform to accounting principles generally accepted in the United States of America. In addition, reports as required by OMB Circular A-133 must be included.

The College reports as a business-type activity. The basic financial statements consist of the following:

- Management’s Discussion and Analysis (MD&A)
- Statement of Net Position
- Statement of Revenues, Expenses, and Changes in Net Position
- Statement of Cash Flows
- Non-governmental Component Unit Statement of Financial Position
- Non-governmental Component Unit Statement of Activities
- Notes to the Financial Statements

The Trident Technical College Foundation, a component unit of the college, is governed by the standards promulgated by the Financial Accounting Standards Board. The college includes the Foundation’s Statement of Net Assets and Statement of Activities on separate pages following the College’s basic financial statements. See Part III, Introduction.

The Trident Technical College Enterprise Campus Authority was created in June 2006 for the purpose of managing and operating the Enterprise Campus. The College provided $25,000 to the Enterprise Campus Authority as startup funding in the fiscal year ended June 30, 2007. The Authority incurred expenditures of $3,840 and $1,512 during the fiscal years ending June 30, 2007 and 2008, respectively. In the event that the Authority’s financial activity changes substantially, the College reserves the right to require that the offeror provide staff qualified to conduct audits related to the Authority’s industry sector. If the offeror cannot provide qualified staff, the College will engage another audit firm for the ECA.
Drafts of the financial statements and accompanying notes, management’s discussion and analysis and schedules are prepared in advance by college staff. It is the responsibility of the successful offeror to ensure compliance with GASB reporting standards.

In addition to the basic financial statements, the college issues the schedules listed below for the year ended June 30:

- Schedule 1 Schedule of Reconciliation of Revenues and Cash Reimbursements Received from State Board
- Schedule 3 Schedule of Current Funds, Expenses and Other Disbursements by Function
- Schedule 4 Schedule of Current Funds Expenses and Other Disbursements by Object
- Schedule 5 Auxiliary Enterprises Schedule of Revenue, Expenses and Other Allocations
- Schedule 6 Statement of Changes in Unexpended Plant Fund
- Schedule 7 Schedule of Capital Project Balances
- Schedule of Expenditures of Federal Awards

College staff prepare the statistical schedules that are incorporated in the statistical section as required to be included in the Comprehensive Annual Financial Report. This section is not required to be audited by the proposer.

A management letter is required and should include a statement of audit findings, if any, and recommendations affecting the financial statements, internal control, accounting system, legality of actions, other instances of noncompliance with laws and regulations, and any other materials matters. The management letter is required in order to fulfill a core requirement of the principles of accreditation per the Southern Association of Colleges and Schools-Commission on Colleges.

The successful offeror must file Form SF-SAC with the Federal Audit Clearinghouse within 30 days of the issuance of the financial statements.

The report must include specific statements indicating whether conditions noted in prior auditor’s comments or findings have been corrected or still exist.

**Distribution of the Audit Reports**
(Including any separate Management Letters and Federal Audit Reports)
Distribution of the Audit Reports is not the responsibility of the contracting audit firm.

**Description of Entity and Records to be Audited**
The accounting records are processed on a IBM P750 utilizing a IBM AIX operating system that is physically located at Trident Technical College Computer Center, Building 920, 7000 Rivers Avenue, N. Chas., SC.

The College’s Comprehensive Annual Financial Reports for prior fiscal years are available at [http://www.tridenttech.edu/aboutttc_23052.htm](http://www.tridenttech.edu/aboutttc_23052.htm).

**Assistance Available to Offeror**
Accounting staff will be available to prepare schedules on a reasonable basis. Accounting staff generally will pull requested documents. Data processing staff, equipment and generalized user software will be available for auditing purposes on a reasonably scheduled basis.

The firm of DeLoach & Williamson, LLP. audited the financial statements and Student Aid records for the fiscal year ended 2013 and issued an unmodified opinion. Previous audit work papers will be made available. Arrangements must be made with Ray Williamson CPA, P.O. Box 5949, 501 State Street, West Columbia, SC 29171.

The College has an internal auditing function and all internal audit reports and/or work papers are available to the offeror on request.

**Exit Conference**
A formal exit conference should be held with the Vice President for Finance & Administration and appropriate staff. This exit conference should be held at the conclusion of the on-site work. The College is to be given an opportunity to provide a written response to the current management letter and to any finding of noncompliance
as well as an opportunity to provide the A-133 required comments on the status of corrective action taken on prior findings or, if corrective action is not necessary, to make a statement describing the reason. Both responses must be included in the bound reports when issued.

The auditor will be available to present the college’s financial statements to the members of the Commission and answer questions as well as address any concerns and recommendations. This usually occurs in the November meeting.

**Time Considerations and Requirements**

<table>
<thead>
<tr>
<th>Event</th>
<th>Time</th>
<th>Day of Week</th>
<th>Month/Day/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>The pre-proposal conference will be held at:</td>
<td>11:30 AM</td>
<td>Tuesday</td>
<td>02/04/2014</td>
</tr>
<tr>
<td>Proposals must be submitted no later than:</td>
<td>2:00 pm</td>
<td>Tuesday</td>
<td>02/25/2014</td>
</tr>
<tr>
<td>The firm selected will be announced by:</td>
<td>5:00 pm</td>
<td>Friday</td>
<td>03/07/2014</td>
</tr>
</tbody>
</table>

Note: Intent to award will be posted by the above date

**Contractual Arrangements**

The College will issue an award letter to the successful offeror immediately following selection by the College and approval by the State Auditor.

The award letter will specify the maximum fee to be paid for performance of the proposed audit as set forth in the successful proposal for each of the five fiscal years ended June 30, 2014, 2015, 2016, 2017 and 2018 subject to the availability of funds.

Any expansion of services resulting in an increase in the maximum fee must have the prior written approval of the President of the college and the State Auditor's Office. Full justification with an estimate of revised cost must be provided. The contract maximum will not be exceeded unless there is mutual agreement that the factors justifying the increase are realistic and were not foreseeable at the time of contract negotiations.

Preliminary testing can be commenced at a date after April 1 mutually agreed upon by the successful offeror and the College. Year-end audit work can be commenced at a date after July 1 mutually agreed upon by the successful offeror and the college. Work on any given year's audit must not be started prior to notification by the College that funds are available.

Preliminary report and management letter draft must be submitted to the college no later than 4:30 p.m., September 15 of each year. Final report and management letter is due no later than 4:30 P.M. five business days prior to the last business day in September of each year.

These are absolute deadlines because the audited financial statements will be incorporated in the South Carolina Comprehensive Annual Financial Report.

**Working Papers**

Working papers will be retained by the successful offeror for five years. The working papers must be made available for examination by representatives of the State Board for Technical and Comprehensive Education, the State Auditor's Office, or of the Federal Government. In addition, the successful offeror must make all working papers physically available at the audit site, without charge, to the auditor who audits the subsequent fiscal year.

**Right to Reject**

The college reserves the right to reject any and all proposals submitted, and to request additional information from all offerors. Any award made will be made to the firm that, in the opinion of management of the College and of the Office of the State Auditor, is best qualified.

**THE COLLEGE RESERVES THE RIGHT TO REQUEST FROM ANY SOURCE AND EVALUATE ADDITIONAL REFERENCE(S) AS MAY BE DEEMED NECESSARY**

**IV: Information for Offerors to Submit**

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.
MINORITY PARTICIPATION (JAN 2006) Is the bidder a South Carolina Certified Minority Business?
☐ Yes ☐ NO
Is the bidder a Minority Business certified by another governmental entity?
☐ Yes ☐ NO
If so, please list the certifying governmental entity:

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?
☐ Yes ☐ NO
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?
☐ Yes ☐ NO
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?
☐ Yes ☐ NO
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
☐ Yes ☐ NO
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
☐ Traditional minority
☐ Traditional minority, but female
☐ Women (Caucasian females)
☐ Hispanic minorities
☐ DOT referral (Traditional minority)
☐ DOT referral (Caucasian female)
☐ Temporary certification
☐ SBA 8 (a) certification referral
☐ Other minorities (Native American, Asian, etc.)
(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

OFFSHORE CONTRACTING (JAN 2006) Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror’s response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:
(a) What type of work is being contracted offshore?
(b) What percentage (%) of the total work is being contracted offshore?
(c) What percentage (%) of the total value of the contract is being contracted offshore?
(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

V. Qualifications

THE OFFEROR MUST:

QUALIFICATION OF OFFEROR (JAN 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror’s responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.
SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business’ name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

VI. Award Criteria

AWARD CRITERIA: Award will be made to the firm which, in the opinion of management of the College and of the Office of the State Auditor, is best qualified.

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

NEGOTIATIONS (JAN 2006): The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

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

VII. Terms and Conditions

A. General

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

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

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common
Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government’s sovereign immunity or the Government’s immunity under the Eleventh Amendment of the United State’s Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor’s price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

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

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

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

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

SETOFF (JAN 2006): The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.
SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties’ rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds 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.

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

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

B. Special

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

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

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to Trident Technical College, Director of Procurement, PO box 118067, Charleston, SC  29423

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the buyer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the buyer responsible for this solicitation, at the phone number and address shown on the cover page

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The successful bidder must provide a copy of his liability insurance certificate.

CONTRACTOR'S LIABILITY INSURANCE (TTC 2014): (a) 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 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.
Or:
Professional Liability – no less than $1,000,000 per occurrence
(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 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 per accident for bodily injury or disease.
(b) 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.
(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, 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, 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.
(d) Prior to commencement of the work, the Contractor shall furnish the State 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 State 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 State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
(e) 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 State immediately upon receiving any information that any of the coverage's required by this section are or will be changed, cancelled, or replaced.
(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State 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 or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State 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.
(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

DEFAULT – SHORT FORM (JAN 2006): The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
FORCE MAJURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

INDEMNIFICATION -- THIRD PARTY CLAIMS (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor 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 an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the indemnitee shall not be entitled to indemnification hereunder. 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, cancelation, 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]

INFORMATION SECURITY (TTC 2012): By submitting an offer, offeror certifies that if awarded a contract, offeror will acknowledge and agree to the following provision:

As a result of being awarded a contract, offeror will have access to certain confidential information that shall not be disclosed to third parties. Said confidential information will be held in strict confidence and will only be accessed and used for the explicit business purpose(s) allowed in the contract.

Offeror, its directors, officers, employees and representatives shall maintain the confidentiality of and shall not disclose any confidential information or any portion thereof, directly or indirectly, to any third party (other than its employees or agents as provided in the next paragraph); use any confidential information or any portion thereof in any manner except in the manner contemplated under this agreement; or take any other action with respect to such confidential information or any portion thereof inconsistent with the confidential nature of such information. Offeror warrants that it will protect the confidential information according to commercially acceptable standards and no less rigorously that it protects its own information from any intentional or inadvertent disclosure of said confidential information.

Offeror may disseminate said confidential information only to its representatives having a need for access to said information in order to complete the purposes described in this contract and will take steps no less rigorous than those it takes to protect its own confidential information to prevent its representatives from acting in a manner inconsistent with the terms of this contract and shall reasonably assist the college in enforcing the provisions of this paragraph.

If Offeror's representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any confidential information, Offeror will promptly notify the College of such request or requirements so that the College may seek an appropriate protective order or waive compliance with provisions of this contract. If, in the absence of a protective order or the receipt of a waiver hereunder, Offeror's representative in the written opinion of Offeror's counsel addressed to the College, is compelled to disclose the confidential information or else stand liable for contempt or suffer other censure or significant penalty, Offeror may disclose only such of the confidential information to the individual parties compelling disclosure as is required by law. Offeror shall not be liable for the disclosure of
confidential information pursuant to the preceding sentence unless such disclosure was caused by the Offeror and not otherwise permitted by this contract. Offeror shall keep a record of said confidential information furnished to it and the location of such information. Said information, except for that portion of which may be found in analyses, compilations, studies or other documents prepared by Offeror will be returned to the college immediately upon College’s request and no copies shall be retained by the Offeror’s representatives. That portion of said information that may be found in analyses, compilations, studies or other documents prepared for the college, oral confidential information and written confidential information not so requested or returned will be destroyed. Money damages would not be a sufficient remedy for any breach of this provision of the contract by Offeror or its representatives and the college shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this section of the contract by Offeror or any of its representatives but shall be in addition to all other remedies available at law or in equity to the college.

(a) If confidential information is breached, as soon as practicable after Offeror learns of an improper disclosure or use of confidential information, Offeror shall notify the college, including a description of the circumstances of the disclosure. For improper disclosures, breaches, or uses caused in whole or in part by the act or omission of Offeror, its subcontractors, its employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts the Offeror may be liable, resulting from any failure to act in accordance with the terms of this contract, Offeror shall: (i) provide any legally required notification to individuals or entities affected by an improper disclosure if legally required to be provided to such parties by Offeror, and if not (e.g. if required of college), Offeror shall reimburse the college for its reasonable out-of-pocket costs in providing such notifications; (ii) pay costs and expenses for credit monitoring services for any such affected individuals receiving notice where credit monitoring is appropriate given the circumstances of the incident and the nature of the confidential information compromised; and (iii) pay any fines or penalties imposed on Offeror by a governmental authority having proper jurisdiction.

Requirements of this provision concerning confidential information shall survive any termination of this agreement. No failure or delay in exercising any right, power or privilege of this provision shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege of this provision.

College shall have the right at any time to audit Offeror’s compliance with this contract provision. Any breach of this provision concerning confidential information may constitute a material breach of the contract and shall entitle the College to terminate the contract for cause without penalty.

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

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

PRIVACY – WEB SERVICES (JAN 2006): You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause.

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

RECORDS RETENTION & RIGHT TO AUDIT: The state shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. code section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.
The state may conduct, or have conducted, performance audits of the contractor. The state may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the state. Pertaining to all audits, contractor shall make available to the state access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the state.

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

Section Not Applicable – Intentionally Omitted
IX. Attachments to Solicitation
   1. I-312 – Non Resident Taxpayer Registration Affidavit
   2. Bidder’s checklist
STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING

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

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

2. Trade Name (Doing Business As):

3. Mailing Address:__________________________________________________________

4. Federal Identification Number:______________________________________________

5. ________ Hiring or Contracting with:
   Name: ________________________________________________________________
   Address: ______________________________________________________________
   ________ Receiving Rentals or Royalties From:
   Name: ________________________________________________________________
   Address: ______________________________________________________________

6. I hereby certify that the above named nonresident taxpayer is currently registered (check the appropriate box):
   ___ The South Carolina Secretary of State or
   ___ The South Carolina Department of Revenue
   Date of Registration: ______________________________________________________

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

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

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40 (b) (6) (f) (5), I declared that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

________________________________________ (Seal)  Date:____________________
(Signature of Owner, Partner or Corporate Officer)  

If Corporate officer state title:_____________________________________

____________________________________ (Name-Please Print)
IMPORTANT NOTICE
APPLIES TO NONRESIDENTS ONLY

Bidder/Offeror:
S.C. WITHHOLDING TAX AMENDMENTS
CODE SECTION 12-9-310(A)(2)(3)

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

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

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

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

INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS
Code Section 12-9-310 (A) (3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed $10,000.00 in any one calendar year.

Code Section 12-9-310 (A) (2) requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

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

TERM AND DURATION OF AFFIDAVIT
It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.
BIDDER’S CHECKLIST
AVOID COMMON BIDDING MISTAKES

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

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

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

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE’S MANDATORY REQUIREMENTS.

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

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

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

MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK AGAIN TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

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

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