

Sole Source
Written Determination

Agency Identification: **Horry-Georgetown Technical College - SS-0237**

Description of the agency need that this procurement fulfills: *(See instructions on last page for guidance)*

Billboard Advertising

Describe the Market Based on Research Performed: *(See instructions on last page for guidance)*

HGTC's Chief Marketing Officer and President are very familiar with billboard locations and placement, no additional research is necessary.

Sole Source Vendor Name: **Grace Outdoor**

Based upon the following determination, Agency proposes to acquire the supplies, construction, information technology, and/or services described herein from the vendor named above per SC Code Ann § 11-35-1560 and SC Regulation 19-445.2105, Sole Source Procurement.

Description of supplies, construction, information technology, and/or services vendor will provide under the contract: *(See instructions on last page for guidance.)*

1Billboard

GSTD1-2, Georgetown, 3295 S Fraser St. (Hwy 17) E/S, 1000 ft N/O Pennyroyal Rd/Aviation Blvd (Cty Rd s-22-42), S/F, Regular, 1 Slot

Explain why the described solution is the only solution that meets the agency's need and how no other identified solutions were sufficient. *(See instructions on last page for guidance)*

HGTC has a brand awareness and enrollment push for key programs. This will support that effort.

Note: Determination is not complete without required signatures and dates

Required Signatures:

6/18/26

Prepared by: Kelly Peritt

Date: 6/18/26

Printed Name: Enter Name of Preparer

Title: Enter Title of Preparer

Approved by: Harold Hawley

Approval Date: 6/18/2026

Printed Name: Enter Authorized Approver Name

Title: Enter Authorized Approver Title

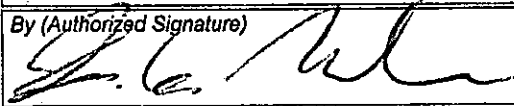
The last page contains instructions and is not required to be retained.

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed) Grace Outdoor Advertising, LLC	State Vendor No. 7000226318
By (Authorized Signature) 	Date Executed June 16, 2026
Printed Name and Title of Person Signing Josh Madsen, Chief Operating Officer	[Not used]



AFFIDAVIT

I certify that we will comply with Section 44-107-10, ET Seg., relating to the South Carolina Drug-Free Workplace Act to provide a drug-free workplace. (Note: this clause applies to any resultant contract of \$50,000.00 or more). The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding chapter 107, so as to enact the Drug-Free Workplace Act. (See, Act no. 593, 1990 Acts and Joint Resolutions.)

Vendor: Grace Outdoor Advertising, LLC

1201 Lincoln Street, Ste 300, Columbia, SC 29201-6109

Street or P. O. Box

City

State

Zip

Telephone: 803-252-7084

Fax n/a

Printed Name: Josh Madsen

Email josh@graceoutdoor.com


Signature

Chief Operating Officer

Title

Date: 6/16/2026

F.E.I.N.: 471424401

or S.S. #

**FAILURE TO FURNISH THIS AFFIDAVIT WILL RESULT IN THE DELAY OF
PAYMENT/CONTRACT**

THIS PAGE MUST BE SIGNED & RETURNED

Please return to: Horry Georgetown Technical College
PO Box 261966
Conway, SC 29528-6066
Attn: Dianna Cecala, Procurement Manager

Fax: 843/349-5270
Tel: 843/349-5207
Email: Dianna.cecala@hgtc.edu



R0046150



CONTRACT FOR OUTDOOR ADVERTISING

2026-06-09 15:45:18 20399-3

CONTRACTED BY:		ON BEHALF OF ADVERTISER:	
CUSTOMER #	11813 0011813	CUSTOMER #	11715
NAME	Horry Georgetown Technical College	NAME	Horry Georgetown Technical College
ADDRESS	2050 Hwy 501 E Building 100, Room 109	ADDRESS	2050 Hwy 501 E Building 100, Room 109
CITY/STATE/ZIP	Conway, SC 29526-9521	CITY/STATE/ZIP	Conway, SC 29526-9521
CONTACT	Kelly Perritt	CONTACT	Kelly Perritt
EMAIL ADDRESS	kelly.perritt@hgtc.edu	EMAIL ADDRESS	kelly.perritt@hgtc.edu
PHONE #	843-349-5335	PHONE #	843-349-5335
P.O.#			
ADVERTISER	Horry Georgetown Tech		Horry Georgetown Tech

Qty	Product Description	Illum	Size	Term In 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	GSTD1-2, Georgetown, 3295 S Fraser St. (Hwy 17) E/S, 1000 ft N/O Pennyroyal Rd/Aviation Blvd (Cty Rd s-22-42), S/F, Regular, 1 Slot	Yes	10' x 30'	13	07/06/2026 - 07/04/2027		975.00
Amount Per Period (Net)							\$975.00
Total							\$12,675.00
Estimated Production (Contract) TOTAL						\$0.00	
Additional Production May be Ordered Upon Request.							
Grand Total (Net)							\$12,675.00

Notes:
For Creative concerns contact tara@graceoutdoor.com
For Billing concerns contact allaire@graceoutdoor.com

Gratis Space is Preemptive/Movable

Agency/Advertiser hereby contracts for the outdoor advertising services described above upon the terms set forth above AND ON PAGE 2 OF 2. Contracts transmitted to Grace Outdoor via fax machines or e-mail are to be treated as original contracts and are subject to the terms and conditions on the second page. This contract must be signed by both Agency or Advertiser and Grace Outdoor to be effective. This contract is non-cancelable by agency/advertiser.

Advertiser:	Agency:
Signature: _____	Signature: _____
Printed Name: _____ Date: _____	Printed Name: _____ Date: _____

Grace Outdoor	Name:	Date:
Signature: _____		

FOR INTERNAL USE: (C)



Sales Person

Barry Sanders
1201 Lincoln St. Suite 300
Columbia, SC 29201
Ph#: 803-252-7084

Selling Branch Address

Grace Outdoor
P.O. Box 11384
Columbia, SC 29211
Ph#: 803-252-7084

Reg# R0044633



TERMS AND CONDITIONS

1. **TERM AND TERMINATION:** Unless specifically waived on page one, this Agreement may not be cancelled by Advertiser but shall terminate on the date listed on page one of this Agreement. Any agreement allowing cancellation by Advertiser shall also be subject to any cancellation fees and pre-cancellation notice recited on page one.
2. **PAYMENT TERMS:** Advertiser agrees to pay all accounts when due according to the terms of this Agreement. All accounts payable under this Agreement are payable monthly, net cash, ten (10) days after invoice date. In the event the Advertiser fails to pay any amounts due within 30 days from date of invoice, the Parties agree to the following: (A) a finance charge of 5% per month may be applied until full payment is made; (B) GRACE reserves the right to discontinue the rights of the Advertiser under this Agreement, remove and dispose of the copy, and resell the contracted display panel(s); (C) GRACE may charge a cancellation fee of \$450 per panel; (D) the Advertiser remains responsible for the above contracted advertising fees until another advertiser enters into an advertising contract for the advertising display panel(s) identified on page one; (E) in the event any legal action is required to collect sums due under this Agreement, Advertiser agrees to pay all reasonable attorneys' fees and court costs necessary to affect such collection in addition to pre-judgment interest; and (F) in the sole discretion of GRACE, GRACE may convey the collections of amounts due to a collections specialist and all fees charged by said specialist shall be paid by the Advertiser. Additionally, should an account be delinquent, GRACE reserves the right to require prepayment and payment of the delinquent account before it will enter into a new contract with Advertiser.
3. **COPY APPROVAL:** Advertiser agrees to pay any fees or production fees listed on page one of this Agreement. GRACE does not supply the advertising copy unless specifically agreed on page one and it shall be governed by the deadlines and terms of this Agreement. If GRACE does supply the advertising copy, then Advertiser shall not withhold, or unreasonably delay, acceptance and approval of the advertising copy and shall pay a production fee for the advertising copy. If Advertiser rejects the advertising message suggested by GRACE, then Advertiser shall furnish Advertiser's own message by the deadline listed on page one of this Agreement. For the purposes of this Agreement, a "business day" shall be defined as Monday through Friday from 9am to 5pm eastern standard time, excluding weekends and federal holidays. Regardless of which party ultimately provides the advertising copy, the start date(s) reflected on page one of this Agreement shall be considered immutable and billing will commence on the contracted start date. If the Advertiser is to provide the advertising copy, said copy must be in an approved form (specified by the GRACE art department) and must be received by GRACE no less than the date listed on page one of this Agreement. Further, if the Advertiser is tardy or negligent in the delivery of the completed copy, then billing will still commence on the contracted start date and the Advertiser will be obligated to pay the invoices from that billing date.
4. **COPY CONTENT:** GRACE reserves the right, at any time, either before or after advertising is displayed, to censor, reject, or withdraw any advertising message under this Agreement if it believes, in its discretion, the advertising message is unlawful, inflammatory, detrimental to the image of the Advertiser or GRACE in the community, or detrimental to GRACE's business interests.
5. **GUARANTEED DISPLAY TIME:** GRACE agrees that the copy will be displayed for at least 92.5% of the display time contracted ("Guaranteed Display Time"). If GRACE displays the copy for at least the Guaranteed Display Time, then there shall be no reduction in the fee paid hereunder or extension of the term hereof.
6. **INTERRUPTION OF GUARANTEED DISPLAY TIME:** Advertiser understands that there are events that might result in an interruption of GUARANTEED DISPLAY TIME due to events such as: natural events beyond the control of GRACE (e.g., hurricane, tornado, wind storm, fire, earthquake, or similar Act of God), strikes, concerted action by employees or labor organizations, shortages of labor or other materials, present or future governmental laws or court action, ordinances, rules or regulations, loss of power, expiration or other termination of GRACE's lease of any of the space(s) contracted for, or other reasons causing Grace to be delayed or unable to post and maintain any of the relevant spaces. Such interruption shall not constitute a breach of this Agreement. Instead, if GRACE displays the copy for less than the Guaranteed Display Time, GRACE will, in GRACE's sole discretion, either (A) extend the Advertising Period of this Contract at the contracted location (or a replacement location of equal market value) for a period of time equal to the period of time in which the advertising was not displayed, (B) issue to Advertiser a pro-rated credit for advertising services equivalent to the period for which copy was not displayed for the Guaranteed Display Time, OR (C) terminate this Agreement and reimburse the Advertiser for fees paid relating to the period for which the copy was not displayed for at least the Guaranteed Display Time. The Advertiser hereby expressly waives all other remedies at law or equity, and GRACE shall have no other liability to the Advertiser as a result of any failure to display the copy for the Guaranteed Display Time. The Parties agree that in no event shall GRACE be liable for any consequential damages or loss of Advertiser revenue. For the purposes of the provisions hereof pertaining to the display of advertising on a digital sign, "copy" shall be deemed to mean any advertisement displayed on such sign whether the same is animated, static, or otherwise, specifically including, but not limited to, digital images.
7. **ADVERTISING ARTWORK DAMAGE:** If vinyl or other artwork is damaged or destroyed, then Advertiser is responsible for the production replacement cost. Further, GRACE may (but is not required to) remove advertising displays in advance of a forecasted severe weather event if such removal may result in minimizing potential damage to the structure. In such cases, should the interruption of the display exceed 5 (Five) days, then Grace may, at its discretion, provide an extension to the contracted advertising period set forth in this Agreement.
8. **LOSS OF LOCATION:** Any specific display locations indicated in this Agreement are likely subject to the terms of the lease agreements between GRACE and its lessors and other considerations that might result in a loss of display board location. If any location becomes unavailable for use by GRACE in its display inventory, whether by cancellation of lease or any other means, GRACE has the option of either (A) cancelling this Agreement without penalty or (B) providing an alternate similar location, if available. If an alternate location is provided, any advertising time lost during the relocation of the advertising copy will be added to the contracted display period.
9. **CHOICE OF LAW AND JURY TRIAL WAIVER:** This Agreement shall be construed in accordance with the laws of the State of South Carolina. To the extent permitted by applicable law, Advertiser hereby knowingly, voluntarily, and intentionally waives any right Advertiser may have to a trial by jury in respect to any litigation based on, arising out of, or in connection with this Agreement.
10. **MISCELLANEOUS PROVISIONS:** The Parties declare and represent that they have read this Agreement and that no promise, inducement, or agreement not herein expressed has been made to them and that the instrument contains the entire agreement between the parties hereto and that the agreement herein contained shall be binding on the heirs, executors, administrators, and assigns of the Parties, and further, that if any paragraph or part of this Agreement is found void or unenforceable, then the remainder of this Agreement shall not be affected and shall remain in force between the parties. Any modifications to this Agreement must be made in a writing signed by all parties. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original, but all of which are considered the same instrument and any one or more of the parties may sign separate counterparts with the same force and effect as if such counterparts were executed by all. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Photocopies, electronic copies, or facsimile copies of executed copies of this Agreement may be treated as an original.

Advertiser agrees they have read the Agreement and acknowledge that they understand the Agreement, have had the opportunity to negotiate the terms of the Agreement, agree to be bound by the terms and conditions stated herein, and that the representative signing on BEHALF OF THE ADVERTISER has been authorized to bind the party to these terms and conditions.

Signature: _____

Signature: _____