

	<h2>State of South Carolina</h2> <p>Invitation For Bid</p>	Solicitation: 5400019614 Date Issued: 04/08/2020 Procurement Officer: Richard Edmondson Phone: 843-792-2343 E-Mail Address: <a href="mailto:edmondsr@musc.edu">edmondsr@musc.edu</a> Mailing Address: University Procurement, 1 South Park Circle Building #1, Suite 501 Charleston, SC 29407
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DESCRIPTION: **MUSC Online Book Store**

USING GOVERNMENTAL UNIT: **MEDICAL UNIV OF S C**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **05/08/2020 @ 2:00 P.M.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/21/2020 @ 2:00 P.M.** (by e-mail [edmondsr@musc.edu](mailto:edmondsr@musc.edu)) (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **See Page 3**

<p>CONFERENCE TYPE: <b>Not Applicable</b>  DATE &amp; TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p>LOCATION: <b>Not Applicable</b></p>
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<p>AWARD &amp; AMENDMENTS</p>	<p>Award will be posted on <b>05/14/2020</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR</p> <p>(full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.</p>
<p>AUTHORIZED SIGNATURE</p> <p>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
<p>TITLE</p> <p>(business title of person signing above)</p>	<p>STATE VENDOR NO.</p> <p>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</p>
<p>PRINTED NAME</p> <p>(printed name of person signing above)</p>	<p>STATE OF INCORPORATION</p> <p>(If you are a corporation, identify the state of incorporation.)</p>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship  Partnership  Other \_\_\_\_\_

Corporate entity (not tax-exempt)  Corporation (tax-exempt)  Government entity (federal, state, or local)

**PAGE TWO**

**(Return Page Two with Your Offer)**

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

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (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 <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

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

Amendment No.	Amendment Issue Date						

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences) . ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_\_ In-State Office Address same as Home Office Address   
 \_\_\_\_\_ In-State Office Address same as Notice Address   
**(check only one)**

**INSTRUCTIONS FOR OFFERORS SUBMITTING BIDS ONLINE**

All Offerors desiring to respond to this solicitation can register and submit their response online. To respond online, Offeror must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: <http://www.procurement.sc.gov>. If Offeror is registered in the old procurement system, Offerors must register or update their information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor user id and password. The Offeror must keep this information current or the Offeror will not be able to submit future bids online.

Offerors will need to follow these instructions carefully when responding to the solicitation online.

1. The original solicitation response should be submitted online and it will be the official response.
2. All Offerors must attach all additional requested documents to their response in the online system. These documents can be attached under the “Notes and Attachments” tab of the online solicitation either on the main page or under the necessary line item.

**OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:**

DSIT Help Desk (803) 896-0001, Select Option 1, then Option 2  
Monday – Friday 8:00 A.M. – 4:30 P.M. (EST)

Offeror instructions can be found at:

<http://procurement.sc.gov/PS/vendor/PS-vendor-submitting-offers.phtm>

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**INSTRUCTIONS FOR OFFERORS SUBMITTING HARD COPY BIDS**

**Mailing Address:**

University Procurement Office  
1 South Park Circle  
Building 1 Room JB501  
Charleston, S.C. 29407

**Physical Address:**

University Procurement Office  
1 South Park Circle  
Building 1 Room JB501  
Charleston, S.C. 29407

1. Offerors shall submit their bid in a sealed package.
2. The solicitation number and opening date must appear on the package exterior.
3. Offerors shall submit one (1) copy.

**PLEASE NOTE THAT IF TERMS AND CONDITIONS ARE OBJECTED OR QUALIFIED OR OFFEROR INCLUDES ADDITIONAL TERMS AND CONDITIONS TO BE CONSIDERED, THE OFFER WILL BE DEEMED NON-RESPONSIVE AND WILL BE ELIMINATED FROM FURTHER CONSIDERATION.**

**IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: “THIS IS NOT AN OFFER”, YOU WILL BE DEEMED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.**

**SEE ONLINE BIDDING INSTRUCTION IN SECTION IIB HEREIN**

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## **I. SCOPE OF SOLICITATION**

The Medical University of South Carolina recognizes that the current brick and mortar model for the University bookstore will no longer serve the needs and future vision for the MUSC Enterprise. Therefore with the expiration of the current contract on June 30, 2020 MUSC will cease operating an on-campus bookstore. MUSC is committed to continuing to provide University Bookstore operations to support the teaching, research and service needs of the academic community with primary goal being to reduce course materials costs to students while eliminating the physical presence of a bookstore.

### **ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)**

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

Start date: 07/01/2020 End date: 06/30/2025. 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". [01-1040-1]

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

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

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

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. [11-35-310(4)]

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 clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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.

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 either the Cover Page, an amendment, or an award notice.

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 you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-3]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### **AUTHORIZED AGENT (FEB 2015)**

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

## **AWARD NOTIFICATION (MODIFIED)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eight business day after such notice is given

## **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. [02-2A015-1]

## **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. [02-2A020-1]

## **BID IN ENGLISH and 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. [02-2A025-1]

## **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 nonresponsible.

(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.

[02-2A035-1]

#### **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

#### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

#### **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

#### **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

#### **DUTY TO INQUIRE (FEB 2015)**

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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

#### **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. [02-2A080-1]

## **OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

## **PROTESTS (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

## **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity*, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.* [R. 19-445.2165] [02-2A087-1]

## **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. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

## **REJECTION/CANCELLATION (JAN 2004)**

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

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

(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.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

## **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 it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## **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: <https://scemd.org/closings/>  
[02-2A120-3]

### **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://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, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

### **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable

years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

#### **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm> ) [02-2A145-1]

#### **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. [02-2A150-1]

## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

### ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

**Only offers with a status of "submitted" have been received by the State.**

**Offers with a status of "saved" have not been received.**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

[02-2B105-2]

### PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences) . **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] [02-2B111-1]

### PREFERENCES - SC/US END-PRODUCT (SEP 2009)

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

### PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

## **PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid - have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.** [02-2B113B-1]

## **PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009)**

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

## **PROTEST - CPO - MMO ADDRESS (JUN 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us) , (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

## **UNIT PRICES REQUIRED (JAN 2006)**

Unit price to be shown for each item. [02-2B170-1]

### III. SCOPE OF WORK/SPECIFICATIONS

1.0 The University On-Line Bookstore is seen as playing an integral role in supporting the teaching, research and service needs of the students, faculty and staff throughout the University. In addition to providing textbooks and soft goods for customers, the Bookstore should provide trade books and scholarly material befitting a first class institution of higher learning. The Bookstore web portal should exude an atmosphere of academic interest and intensity. The Bookstore must support the educational mission of the University. The Medical University of South Carolina (herein referred to as either "MUSC" or "the University") wishes to solicit a contractor for the online management and operation of the University Bookstore.

It is the intent of MUSC, Office of Business Services, to solicit offers on behalf of the University from offeror's to manage and operate the University's Online Bookstore and related services in accordance with the stated operational requirements herein. The scope of operation will include, but will not be limited to: procurement and sale of new textbooks, used textbooks, reference and trade books, stationery, student supplies, fraternity and sorority items, and other items normally sold in university bookstores; special book orders and correspondence course materials; used textbook purchase (buy back); as well as providing other merchandise and services ordinarily made available in finer college and university bookstores.

In consideration for the contract the University is asking from the successful offeror a minimum annual payment in the amount of twenty-on thousand (\$21,000.00) dollars. See section VI herein for the award criteria.

#### 1.1 MUSC HISTORY AND BACKGROUND

The Medical University of South Carolina (MUSC) is the core of the state's largest medical complex. Within a four-block radius of the Medical University are Charleston Memorial Hospital, Veterans Administration Medical Center, Charleston County Health Department, Roper Hospital, and numerous health professional offices. Talent drawn from throughout the world is concentrated in this area, responding to the health care needs of South Carolina.

The Medical University has the distinction of being the first medical institution in the southern United States. Since its beginning in 1824, the University has grown from a small medical school to a health profession institution comprised of a 700-bed referral and teaching center of six colleges: the College of Dental Medicine, the College of Graduate Studies, the College of Health Professions, the College of Medicine, the College of Nursing, and the College of Pharmacy, comprised of more than 3,000 students. It is fully accredited by the Southern Association of Colleges and Schools to award bachelor degrees, master degrees, doctoral and professional degrees and is further accredited by numerous national, professional, and specialized accrediting bodies.

The institution was founded by the Medical Society of South Carolina, an extant Charleston medical organization, as the Medical College of South Carolina. Prior to the school's founding, medical students in this country were limited to schools in the North or abroad. Over its 196-year existence, the Medical University has matured and expanded, matching the continually changing needs of health education. When revolutionary medical changes began to burden the school financially, the state legislature passed a bill on February 8, 1913, transferring the ownership of the school to the state and committing South Carolina to the support of health education as an important branch of its public education system.

Through affiliations and special programs, the Medical University of South Carolina coordinates the health education activities of numerous regional hospitals and provides opportunities for its students to acquire training in various community settings. It has informal agreements with all accredited institutions of higher learning in South Carolina concerning the undergraduate preparation of students for health careers.

Through the support of health professionals, teachers, and the state of South Carolina, the institution has steadily expanded its teaching and service roles. The College of Pharmacy was founded in 1881. The institution began training nurses in diploma programs in 1919, and the College of Nursing offered its first baccalaureate degree in 1965. Although the College of Graduate Studies was formally established in 1965, the first graduate degree was conferred in 1951. The College of Health Professions was established in 1966, and the College of Dental Medicine accepted its first students in 1967. The institution was granted university status in 1969. Today, the Medical University of South Carolina continues to make giant strides in providing the finest in health education, clinical service, and research.

1.2 ENROLLMENT BY COLLEGE (for academic year 2019)

<b>College</b>	<b>Full Time</b>
Dental	327
Graduate Studies	196
Health Professions	769
Medicine	765
Nursing	605
Pharmacy	309
<b>TOTALS</b>	<b>2,971</b>

1.3 UNIVERSITY MISSION

- A. The Medical University of South Carolina (MUSC) is a public institution of higher learning the purpose of which is to preserve and optimize human life in South Carolina and beyond. The university provides an inter-professional environment for learning and discovery through education of health care professionals and biomedical scientists, research in the health sciences, and provision of comprehensive health care. The university is committed to fulfillment of its responsibilities:
- 1) Educate students to become caring, compassionate, ethical, and proficient health care professionals and creative biomedical scientists.
  - 2) Promote teamwork competencies to be applied in a collaborative, inter-professional health care delivery and research setting.
  - 3) Recruit and develop dedicated, scholarly educators who inspire their students to lifelong learning in the service of human health.
  - 4) Offer educational opportunities to graduates, faculty and staff; to other biomedical scientists and practicing health professionals; and to the public.
  - 5) Seek and welcome students, scholars, and staff regardless of gender, race, age, nationality, religion, or disability, while emphasizing the benefits of diversity.
  - 6) Conduct research in the health sciences, advancing knowledge and encouraging new responses to health care needs including inter-professional delivery of healthcare.
  - 7) Provide excellence in patient care in an environment that is respectful of others, adaptive to change, accountable for outcomes, delivered by coordinated inter-professional teams, and attentive to the needs of underserved populations.
  - 8) Advance economic development by introducing new technology and fostering research links with industry and other academic institutions.
  - 9) Optimize the use of all resources, including financial support from the state and revenues generated from research, clinical operations, and philanthropy.
  - 10) Provide leadership to the state in efforts to promote health and prevent disease.
  - 11) Serve as a state resource in health policy, education, and related matters for other institutions and the general public.
- B As South Carolina's only comprehensive academic health center providing a full range of programs in the biomedical sciences, the Medical University of South Carolina is engaged in activities statewide. Its campus is located on more than 50 acres in the city of Charleston. More than 2,400 students in six colleges (Dental Medicine, Graduate Studies, Health Professions, Medicine, Nursing, and Pharmacy) study for degrees at the baccalaureate, masters, doctoral, and other professional levels. The University also provides residency training for over 500 graduate health professionals. The teaching staff is comprised of approximately 1,200 full-time and 150 part-time faculty members.

## 1.4 PHILOSOPHY OF EDUCATION

- 1) MUSC has a long heritage of preparing graduates for careers in the health professions and in biomedical research. In this regard, the University offers undergraduate, graduate, and post-graduate programs in medicine, dental medicine, health professions, nursing, and pharmacy, as well as graduate research training in the health sciences. The University also provides educational opportunities for existing health professionals in support of their ongoing professional growth and development. In addition, MUSC assists the people of South Carolina in optimizing their health through the provision of information regarding health promotion, disease prevention, and use of the health care system.
- 2) Environmental influences now challenge the University to institute meaningful change in the way it carries out its mission of education. The impact of health care reform, the development of new technology to assist learning, the imperative to address the needs of the community and society, and changing funding patterns in higher education and health care are all influences to which MUSC must respond.
- 3) The education mission must be focused on and compatible with the strengths and purposes of the institution, as well as with the needs of the community and the health care system it serves. The University must provide education that is innovative and that is continually improved through ongoing evaluation of its programs. The integration of education, research, and clinical activities of MUSC must be strengthened to ensure optimal learning and professional development of its students, residents, fellows, and faculty.
- 4) One of the central debates recurring in any educational institution regards the extent to which central planning and direction of the educational enterprise is desirable. MUSC must balance the focus which emanates from the individual colleges having autonomy and authority for their discipline-specific program with the need for central coordination and governance to assure coherence among programs, effective use of resources, and the achievement of University-wide goals. Central educational governance and coordination are necessary to ensure that
  - a) A reasonable balance is achieved among the three elements of the education goal, constant with the particular strength of MUSC and with the needs of the people of South Carolina.
  - b) A general increase in educational outreach is sustained, with broader geographic delivery of programs, expanded community-based\* and service-learning\*\* opportunities, increased inter- institutional collaboration, and heightened attention to under-served populations in South Carolina. The human, technical, and physical resources necessary for education to occur in its most effective form are provided in an adequate, timely, and equitable fashion.
  - c) A University-wide commitment is made to foster an educational environment that values diversity in its work force, students, pedagogy, and curricula.
  - d) Policies and procedures are implemented to ensure that all education programs prepare their graduates with the core competencies\*\*\* needed for lifelong success in their chosen professions.
  - e) The importance of ongoing professional development of MUSC faculty is emphasized.
  - f) Continuous improvement of the educational enterprise is assured through the design and implementation of a comprehensive institutional assessment program.

\* *Community-based education - educational experiences located in the community-at-large beyond traditional boundaries associated with tertiary care centers, which provide learning environments and clinical experiences based on community needs and reflect the role demands of professionals in real-life career practice.*

\*\* *Service-learning - a partnership between the University and a community (e.g., a neighborhood, small rural town, school, church congregation, retirement home, etc.), in which learners and community residents work together toward mutually agreed upon goals. Service-learning takes place in and with, rather than for, the community and gives equal emphasis to educational outcomes and service activities that benefit the community and the learners.*

\*\*\* *Core competencies - a set of competencies that should be acquired by all students in the course of their education in order to be prepared for practice or research careers in the evolving health care and biomedical sciences environments.*

## 1.5 UNIVERSITY ONLINE BOOKSTORE OPERATIONS

The contractor will manage and operate the University Online Bookstore in accordance with the following objectives, general specifications, and other requirements contained herein.

## 1.6 OBJECTIVES

The University is seeking the services of a qualified offeror to furnish all financial resources, management, labor, equipment, goods and supplies necessary to manage and professionally operate its online academic bookstore, and provide the highest caliber of services to MUSC. The University's overall goal in soliciting a contractor to provide an online bookstore management service is to ensure the highest level of financial effectiveness, service and satisfaction is being provided to the academic community. It is essential that the online bookstore be managed with maximum sensitivity to the needs and concerns of the students, faculty, staff and other University constituents. Products, prices, and services must promote confidence that the University is obtaining the best possible combination of product quality, customer service, and value. In order to achieve the goals of the University's Online Bookstore program, the contractor must adopt the following objectives in managing the Online Bookstore:

1. To provide the University with a full range of online merchandise and services expected from a quality graduate level online academic bookstore.
2. Maintain sufficient quantities of textbooks and related supplies and materials, available for online purchase by students at the specific times the items are needed, as required or recommended by the faculty for academic courses.
3. To ensure the specified editions of textbooks are available for sale.
4. To provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the University.
5. To offer a significant selection of "non-book items" such as school and office supplies, incidental household goods for resident students, personal care items, non-branded apparel, memorabilia, computer software and other miscellaneous items.
6. To work in concert with the MUSC Brand Manager, ensuring that all MUSC logo'd and/or branded merchandising standards are followed in accordance to the MUSC Trademark License Agreement attached as Exhibit 1.
7. To provide timely response to customers requiring special order literature and other such materials.
8. To provide textbooks in accordance with the current Textbook Pricing Policy established between the University and the Contractor
9. To provide other quality merchandise to the University, under pricing policies which are both fair and competitive for like or similar quality, comparable to other university bookstores.
10. To keep apprised of new merchandise and services of interest to the University.
11. To minimize out-of-stock situations on textbooks and other products.
12. To meet the needs of disabled persons. ADA requirements must be adhered to in all aspects of the management and operation of the Online Bookstore
13. To be a responsible online campus retailer who is sensitive to the Charleston, South Carolina business community. To participate in the academic, cultural, and social environment programs of the University, taking advantage of opportunities to offer special merchandising and other assistance based upon the University's ongoing and unique on-campus activities.

## 1.7 GENERAL REQUIREMENTS

The University will establish a Bookstore Advisory Committee. The contractor's bookstore management shall meet regularly with the Bookstore Advisory Committee and with designated University officials to review online bookstore operations. Further, the contractor's management of the Online Bookstore shall work cooperatively with the Bookstore Advisory Committee and with designated University officials in the development and improvement of the Bookstore's online program, services and policies. The contractor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and the designated University officials for the improvement of the Online Bookstore's program services and policies. When requested by appropriate officials of the University, the Contractor is expected to meet with Students, Student Groups, College Deans, Directors, Budgeted Area Heads/Chiefs, and other faculty members.

## 1.8 SPECIFIC REQUIREMENTS

1. Contractor Investment. The University will not provide a physical space for the operation of MUSC's online bookstore. The contractor will be responsible for the operation of an online bookstore that meets the needs and objectives of the University as well as those of the contractor.
2. Operating Schedule. The contractor will be required to operate the Online Bookstore so that the online bookstore is available to customers 24 hours a day. The University calendar can be accessed at <https://education.musc.edu/students/enrollment/bulletin/academic-calendar>. The contractor shall have hours available for customers to contact the contractor's customer service department on a schedule convenient to students, faculty, and the University. At a minimum, customer service availability hours are to be from 8:00AM to 5:00PM Monday through Friday, but may exclude University holidays, listed below.

## 1.9 Medical University Holidays

### Observed Holidays

New Year's Day Wednesday  
Martin Luther King, Jr. Day Monday  
President's Day Monday  
Confederate Memorial Day  
National Memorial Day  
Independence Day  
Labor Day Monday  
Veteran's Day  
Thanksgiving Day, Day after Thanksgiving  
Christmas Eve, \*Christmas Day Friday, \*Day after Christmas

### **Medical University Hospital Authority Holidays**

#### Holiday

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day

1. The University reserves the right, upon consultation with the contractor, to establish or change the days of service, hours of service, plans, or other methods of operation of the Online Bookstore.
2. Non-Branded Merchandise. The University reserves the right to recommend and approve non-branded merchandise to be sold through the online bookstore and to request the removal of merchandise from sale that the

University considers offensive or inappropriate.

3. Merchandising Rights. During the term of the contract the contractor shall have exclusive rights to operate the full service online Bookstore for the MUSC customers, offering all goods and services normally available to online university bookstore customers and any such additional services as may be required by the University. The University shall grant the contractor the right to sell University licensed products; however, the right is not exclusive. The appropriate license fee is to be paid by the contractor to licensed vendors. Contractor's exclusive rights do not include branded merchandise or merchandise and services currently sold elsewhere within the University by approved units of the University, student organizations, or through other contract arrangements. The contractor will be required to adhere to MUSC's Brand Policy and Standards and Guidelines regarding the use of MUSC's trademarks and branding elements on all branded merchandise or apparel items. Additionally the contractor must adhere to MUSC Human Resources Policies regarding medical apparel.
- 2.0 MUSC Brand Strategy & Enterprise Marketing will review and approve all proposed branded merchandise and apparel items that are to be selected for the online store must review and approve the use, design, and application of all trademarks and branding elements on these items.
- a. Whenever the University or any of its authorized departments, divisions or organizations contracts with vendors to produce and/or sell "logo" merchandise, the contractor is encouraged to offer a selection of such licensed products available from these vendors.
  - b. The contractor recognizes that student organizations hold T-shirt sales, book sales, art and crafts sales, and similar fund-raising events and the contractor recognizes the right of the University to approve such events in accordance with University Policy.
  - c. The University, subject to its own discretion, shall retain the right to provide other retail sales operations on campus, operated directly or through other contract arrangements. However, such other retail sales operations will not unreasonably compete with the primary Bookstore merchandise categories (i.e., textbooks, trade and reference books, supplies, and emblematic items).
- 2.1 The contractor must agree to and sign the MUSC Trademark Licensure Agreement attached in Attachment C. Additionally, all items and use of logo are subject to brand approval by the University for use of brand, quality, and appropriateness of item. Submission will require completion of the MUSC Merchandising Licensure Program form Attachment C. Point of contact for Trademark approval will be provide to the awarded contractor during the pre-performance conference.
- a. The Contractor will be expected to contact MUSC Brand Strategy & Enterprise Marketing if there are any orders that appear to be non-compliant with Policy, Standards or Guidelines

## 2.2 OPERATIONS REQUIREMENTS

1. **Course Materials, Products, and Services.** The contractor shall provide the MUSC community with a full range of online course materials (e.g., new textbooks, used textbooks, digital textbooks, custom published materials, course packs, textbook rentals, etc.) including all required, recommended, or suggested course materials and supplies, including textbooks, software, and materials published or distributed electronically, whether new or used, in the editions specified by faculty or other designated academic representatives;
2. **Right to Operate University Online Bookstore.** The contractor shall have the right to manage and operate the MUSC Online bookstore. The contractor shall coordinate with authorized academic designee to establish special custom-published course material requirements.
3. **Shipping Options.** The contractor shall provide multiple shipping options for students, including standard shipping, expedited shipping, and overnight shipping. The contractor shall provide free shipping, or, if shipping charges apply, the contractor shall establish fair and reasonable shipping charges. The contractor should provide an option for shipping insurance to protect against risk. Delivery of merchandise to and from the customer will be at the contractor's risk and expense.

4. Course Materials Distribution. The contractor will implement a comprehensive plan for the efficient and effective distribution of course materials to students.
5. Marketing/Communication. The contractor shall develop and implement a comprehensive online bookstore marketing/communications plan. Contractor will review and receive approval for any proposed marketing plans with MUSC Brand Strategy & Enterprise Marketing.
6. Reporting Requirement. The contractor shall report to the University's Office of Business Services. The contractor shall meet with representatives from the Office of Business Services at least quarterly to review the Online Bookstore program.
7. The contractor shall provide for charge sales of books, supplies, and all other merchandise to students, faculty, staff, through Master Card, Visa, American Express, Discover, ATM Card, and a University Debit Card, should the University implement the use of one in the future. The contractor shall also provide for charge sales to the University departments using departmental charge cards (if implemented) and/or departmental invoices. The contractor shall be solely responsible for the collection of any debts resulting from charge cards or otherwise. No transaction fee will be assessed for credit card purchases without the approval of the University.
8. The contractor shall be solely be responsible for the disposition of any and all damaged or surplus books, supplies, tools, materials, and other damaged or surplus merchandise, regardless of the cause thereof and offer an option for shipping insurance to protect against risk of loss/damages.
9. The contractor shall provide special order service and other such sale services. Special orders can be items used in the classroom unique to MUSC, i.e. customized products, medical supplies requiring longer lead time to acquire, etc. These sales must be included in the gross sales.
10. The contractor shall provide special order book service for students, faculty, and staff in accordance with the following provisions:
  - a. Special orders shall be taken by fax, telephone, or e-mail;
  - b. Persons placing a special order shall have the option of picking up the merchandise upon arrival, or having merchandise shipped to them by parcel postage or as agreed by the customer. Special orders shall not be limited to local territory; special orders shall be shipped anywhere in the United States, and in some instances abroad, at the request of the customer, with the customer paying all shipping charges;
  - c. The contractor shall make every reasonable effort to obtain special orders within a period of one (1) week except in special cases and the customer shall be notified in such cases;
11. In its provision of books, supplies, and materials, the contractor will provide a faculty adoption tool (in a form acceptable to the University) for faculty members to request for such books, supplies, and materials for each semester. The University will make reasonable efforts to see that the contractor is given timely notice by faculty members or authorized faculty designees of the books, supplies, and materials requested for all courses offered, as follows:
  - a. Requirements for the Spring semester, beginning in January are to be provided on or before October 15<sup>th</sup>.
  - b. Requirements for Summer sessions are to be provided on or before March 15<sup>th</sup>.
  - c. Requirements for the Fall semester, beginning in August, are to be provided on or before April 15<sup>th</sup>.
12. The contractor must accommodate any modifications in schedule resulting from authorized changes in the University calendar and in the schedule of classes. The University academic calendar can be accessed at <https://education.musc.edu/students/enrollment/bulletin/academic-calendar>
13. The University will exert its best efforts to see that the faculty and authorized academic designees meet the

requisition submission schedule for each semester or summer session shown above.

14. The contractor shall provide timely reports to faculty members of the status of their orders for books, supplies and other materials for their respective courses, including items discovered to be unavailable, delayed in delivery, new editions, etc. The contractor shall not be responsible for books or other items not being ready for sale to students due to the failure of faculty members to submit timely order requests. However, the contractor shall make every effort to supply the items requested even if requests are not timely. If quantities requisitioned are insufficient to meet the needs, the contractor shall make every reasonable effort to meet the schedule requirements with additional orders.

### **2.3 SERVICE, PROCUREMENT, AND DELIVERY REQUIREMENTS**

1. **Course Materials Quantities.** The contractor shall provide sufficient quantities of course materials, custom-published materials, software, and related academic supplies and materials, as required and recommended by the faculty for course work, available for online purchase by students according to the schedule established by the University.
2. **Textbook Rentals.** The contractor shall maximize the availability of textbook rentals for online rental transactions by MUSC Students.
3. **Used Textbooks.** The contractor shall maximize the availability of used textbooks for online purchase by MUSC Students.
4. **Buyback.** The contractor shall provide a buyback program through the online bookstore that is convenient to both the contractor and the University. The online buyback program will be offered, at a minimum, at the end of each semester or term.
5. **Digital Course Materials.** The contractor shall provide a non-exclusive digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, multi-media streaming, supplemental content, and integration with the campus Learning Management Systems.
6. The contractor shall provide a copyright clearance service for University faculty. The University Office of Printing Services shall print all Course Packs/Class Notes. The University must approve exceptions. No Course Packs/Class Notes will be sold in the University Online Bookstore without copyright permission, as applicable. The contractor shall provide custom-published materials (i.e., course packs). This includes the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
7. **Academic Programs.** The contractor shall provide comprehensive course materials services and will work closely with MUSC to support all MUSC academic programs (i.e., undergraduate, graduate, etc.).
8. The contractor shall maintain an appropriate, high quality reference inventory that is current, relevant, and supportive of the curriculum and interests of the faculty, students, and staff of the University. The contractor must recognize the need for and adequately provide a quality reference inventory that is adequate for a University of the size and type as The Medical University of South Carolina.
9. The contractor must recognize the need for and maintain a high quality scholarly, trade, and general book inventory to respond to the teaching, research, and educational needs of the University. The contractor must be sensitive to advice by the University relative to the stocking of such books within the inventory suggested. As a minimum, this should include:
  - A volume and quality of scholarly and trade books is expected and anticipated to be maintained by the University's Online Bookstore. Such inventory must reflect the active educational interests of not only the undergraduates, but also an active graduate student body and faculty engaged in the learning process.
10. A section highlighting MUSC authors. In addition, the contractor shall provide for sales of textbooks, new and used and other educational materials required for off-campus courses at off-campus instructional centers, if so requested by the University.

11. The contractor shall provide the benefit of a minimum of ten percent (10%) discount on sales to faculty and staff of the University and for items sold to University departments, excluding textbooks.
12. The contractor shall submit to the University and MUSC Brand Strategy & Enterprise Marketing department, for its prior approval, all advertising to be done in any media. The contractor shall withdraw any advertising from any location or media if designated University official/officials should request.
13. Sales either owned or contracted by the contractor are required; however there must be separate accountability of the sales to MUSC students and commissions paid to the University as proposed in the response to this ~~RFP~~ IFB.
14. Books and required supplies for pre-registered freshmen, upperclassmen, and transfer students will be pre-bagged at no additional cost to the customer prior to the beginning of classes, if requested by the students. A minimum of one (1) mailing will be processed in addition to a summer orientation- advertising program about this and other services offered. All such correspondence and advertising materials must have prior approval of the University.
15. Requests for textbook adoption information made to the University by Internet or other booksellers will be handled in accordance with the SC Freedom of Information Act. When the contractor is directed by the University to provide such information, appropriate costs such as paper, copying, etc. will be charged to and received from the requestor prior to the information being provided.
16. The Contractor must provide computer hardware and software, compatible to the University's Financial Aid Information system, whereby this system can be accessed to determine a student's authorization for financial aid to cover the cost of textbooks and other authorized purchases and to make charges against the student's financial aid account for authorized items purchased.

### **3.0 AFFORDABILITY AND PRICING POLICY REQUIREMENTS**

1. Affordability. The University is extremely committed to making textbooks, course materials, and merchandise affordable to MUSC Students.
2. Pricing Policy. The contractor's pricing policy should be innovative and address the desire of the University to provide MUSC Students with affordable textbooks, course materials, and merchandise. The Contractor should make their best pricing offering based on competitive industry standards.
3. Surcharges. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc.
4. University Audit Rights. The University will have the right to audit the contractor's records, contractor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.
5. Designated University official/officials may request and shall receive in a timely manner from the contractor proof that the agreed upon pricing policies are being followed.

### **3.1 FINANCIAL REPORTING REQUIREMENTS**

1. Quarterly Reporting. On a quarterly basis, the contractor shall submit a sales report to MUSC Office of Business Services, including sales by category (e.g., new, used, rental, digital, etc.) and total sales for the Online Bookstore.
2. Annual Reporting. On an annual basis, the contractor shall submit to MUSC a detailed financial statement of the online bookstore. At a minimum, the MUSC Online Bookstore financial statement shall include the following:
  - a. Sales by Category/Department
  - b. Total Sales

- c. Funds Paid to MUSC with a breakdown to include proceeds from books and non- branded items with a separate commission payment for proceeds from branded merchandise sold in accordance to standards outlined in the Trademark License Agreement attached as Attachment C.
  - d. Other Financial Data, as Requested by MUSC
3. Contractor's Financial Statement. The contractor shall provide MUSC with a copy of its audited company financial statement on an annual basis.
  4. MUSC Audit Rights. MUSC reserves the right to audit all or any components of the contract between MUSC and the successful contractor.

### **3.2 CUSTOMER SUPPORT REQUIREMENTS**

1. The contractor shall provide excellent customer service in the operation of the MUSC Online Bookstore with customer support availability as stated in the operating schedule.
2. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, online customer surveys, customer comment opportunities, etc. Customer feedback results shall be shared with the University Administration for evaluation and input.
3. Refund Policy. The contractor's refund policy shall be sensitive to the needs of MUSC Students and customers, and shall allow for efficient and convenient refund transactions.

### **3.3 FACILITIES AND EQUIPMENT REQUIREMENTS**

1. The contractor-operated Online Bookstore shall be operated online only, as the University will not provide a physical space for Bookstore operations.
2. Storage of merchandise and equipment will be the sole responsibility of the contractor.
3. Promotions and/or gifts of items to departments or organizations of the University are the responsibility of the Contractor and are to be handled by the Contractor. Departments and organizations will be discouraged from requesting free promotional items that are not offered by the Contractor. If such items are desired, the departments will be charged for the items in accordance with the policies applying to other departmental purchases.
4. Information concerning the Information Technology systems may be obtained by presenting written questions during the Invitation for Bid Question period. A representative of the University IT management will be at the Pre-performance conference to assist in providing information about the University's Enterprise computing systems and network technical information.

### **3.4 MARKETING REQUIREMENTS**

The Medical University of South Carolina recognizes "only the provision of service can be contracted, not the responsibility for it." In the eyes of the consumer, ultimate accountability will always rest with the institution. The contractor's Marketing Plan must be developed in conjunction with and approved by the University. All ads, flyers, brochures or other materials to be distributed or posted outside on campus, including Internet marketing, will be included in the Marketing Plan. In addition, the University reserves the right to approve and request modifications to on-campus advertisements. Marketing should include, as a minimum, products available, services offered, pricing specials, Internet website address, and information about key service personnel and store hours. The contractor will pay all costs associated with design development, and printing of promotional brochures, banners, signs, and corporate web page development, etc. Designated employees of the contractor will be allowed access to update University Bookstore web page(s), upon request.

### **3.5 EARLY CONTRACT TERMINATION REQUIREMENTS**

If the contract is terminated early, the University or its designated contractor will purchase bookstore inventory then on hand from the current contractor under the following terms:

- a. In the event that the contract is terminated prior to the end of its stipulated term, the contractor should have on hand new and used textbooks only in quantities necessary to meet normal course requirements. The University, or its designated contractor, will purchase from the contractor those new and used textbooks that are formally adopted for the following semester and summer session in quantities necessary to meet normal course requirements.
- b. The University, or its designated contractor, and the Contractor will conduct a joint physical inventory by the termination date, pursuant to agreed-upon procedures, with audit oversight performed by the University's internal audit staff. The Bookstore will be closed during the time necessary to take the inventory. No merchandise will be received by or taken from the Bookstore during the time the inventory is being taken except as specified in the agreed upon procedures. All new and used textbooks on hand that are formally adopted for use during the following semester shall be purchased from the contractor at the cost specified on the publishers most recent invoices to the contractor.
- c. Any trade, paperback, technical and reference book, in clean, salable condition and returnable to the publisher or source, shall be purchased by the University, or its designated contractor, from the contractor at the cost specified on the most recent invoice from the publisher or source. Any trade, paperback, technical and reference book, not in the condition described above, shall be set aside and may be purchased at a price mutually agreed upon.
- d. All other merchandise, including soft goods, art supplies, office supplies, in clean, salable condition, shall be purchased by the University, or its designated contractor, at the contractor's cost or at the current market value, whichever is lower. All such merchandise not meeting the requirements described above shall be set aside and may be purchased at a price mutually agreed upon.
- e. Payment for all merchandise purchased by the University, or its designated contractor, shall be made at the time the contract termination is effective.

### **3.5 WEBSITE/TECHNOLOGY REQUIREMENTS**

1. Website. The contractor shall manage and operate a website for the University Online Bookstore. The website shall include, but not be limited to, the ability for customers to order and reserve textbooks, course materials, and course related supplies. The website shall offer registration integration, online buyback, online returns, etc.
2. The website must meet federal accessibility requirements including, but not limited to, Web Content Accessibility Guidelines 2.0, Level AA (WCAG). The website must be usable by people with disabilities including individuals who are visually impaired, have low vision, are deaf or hard of hearing, have mobility issues, or have cognitive disabilities.
3. The website must also be mobile friendly, that is, be responsive in design, load quickly on mobile devices, and work equally well across desktop computers, tablets, and smart phones.
4. Website Approval. All aspects of the Online Bookstore website, including products sold (whether by the contractor or by a third-party vendor), links to and/or from the MUSC website, and advertising accepted, shall require MUSC's prior written approval. Third-party vendors on the website must be pre- approved by the University Administration
5. Website Requirements. The contractor shall operate the website on its own credit and shall furnish at its own expense, all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the University.

6. Technology Investment. The contractor shall provide state-of-the-art technology for online ordering, to deliver the desired level of service required by the University. The contractor's systems shall have the ability to interface with current or future University systems, including but not limited to SPIRE, Blackboard, Moodle, etc. The contractor's systems must be fully integrated with MUSC Systems within 30 days of contract commencement.(Note: MUSC will not buy out the undepreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.)

### 3.6 Privacy and Security

1. PCI Compliance. The Successful Contractor will be held fully accountable for the PCI compliance of all e-commerce payment card processing. Any onsite kiosks proposed to be installed on the MUSC network must employ Validated P2PE technology or provide equivalent PCI scope reduction. Contractor must maintain compliance with the current PCI Data Security Standards including remaining aware at all times of changes to these standards and promptly implementing all procedures and practices as may be necessary to remain in compliance with these standards, including promptly notifying the University of its Non-compliance, in each case, at successful contractor's sole cost and expense. The successful contractor must provide their PCI Attestation of Compliance or Report on Compliance, as applicable. The successful contractor will continue to provide any PCI Certification documentation that may be required annually.
2. Customer Data and Security Breaches. Customer data shall not be shared or sold by the contractor without the express written approval of the customer. The contractor shall notify the University promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within 24 hours of discovery, report to the University any use or disclosure of customer data not authorized in writing by the customer. The contractor's report to the University shall identify:
  - a. the nature of the unauthorized use or disclosure
  - b. the customer data used or disclosed
  - c. who made the unauthorized use or received the unauthorized disclosure if known
  - d. what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure
  - e. what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure
  - f. such other information as reasonably requested by the University
  - g. The above provisions shall be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor.
  - h. The contractor is responsible for any and all financial costs, including, but not limited to, court costs, legal fees, settlement fees and penalties associated with a customer data breach that is the result of the contractor's neglect or improper management of customer data.
  - i. All customer data must be kept confidential and shall not be shared or sold by the contractor without the express written approval of the customer.

### **SEE BIDDING SCHEDULE**

See Bidding Schedule [03-3005-1]

### **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:  
[03-3030-1]

**DELIVERY DATE -- 30 DAYS ARO (JAN 2006)**

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

**INSTALLATION (JAN 2006)**

Contractor shall install all items acquired pursuant to this contract as follows: MUSC Information Services Protocols. [3-3050-1]

**QUALITY -- NEW (JAN 2006)**

All items must be new. [03-3060-1]

**TECHNICAL SUPPORT -- INCLUDED (JAN 2006)**

Upon request, contractor shall provide technical assistance or service. Such service shall be available within 4 hours following request. [03-3075-1]

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

1. Page 1 and 2
2. Section V Qualification
3. MUSC Trademark License Agreement (Attachment C)
4. Service Provider Security Assessment Questionnaire (Attachment D)
5. Off Shore Contracting
6. Bidding Schedule

### MINORITY PARTICIPATION (DEC 2015)

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? \_\_\_\_\_

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? \_\_\_\_\_

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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>  
[04-4015-3]

**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.

[04-4020-1]

**SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015)**

[ASK QUESTIONS NOW: If you have a properly qualified third-party report or certification you believe we should accept in lieu of those identified in item (b), submit a question identifying same pursuant to the clause titled Questions from Offerors.]

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. [04-4027-1]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

In addition to information requested elsewhere in this solicitation, to be considered for responsive, all offeror's must include, as a minimum, the following information. All information should be presented in the listing order:

1. A detailed description of your background, experience, and qualifications to operate an Online Bookstore to support the University's mission and required standards of an online bookstore outlined throughout this IFB. Information on relevant experience must be provided, including the number of Online bookstore operations on all University campuses, giving a general description of the campus and total sales volume for reach campus for the most current academic year or other information believed to demonstrate qualifications.
2. A list of five (5) University references where you currently operate online bookstores, preferably similar in size to the MUSC campus, to demonstrate qualifications. References must include name and address of facility, size, dates of service, and contact person's name and telephone number.
3. The most current, certified yearend balance sheet and income statement, and any other documentation necessary to demonstrate your capability to perform the agreement resulting from this solicitation without assistance from any outside source(s). Offerors must also provide a copy of its latest Dunn and Bradstreet Business Information Report, if available.
4. A detailed description of any enhancements and/or anticipated benefits you propose to assist or support any or all University programs. Such enhancements may include, but are not limited to, scholarships, annual minimum guarantees, etc. Dollar values associated with each proposed enhancement must be included.
5. A description of the internal systems you will use to accomplish the following:
  - a. Inventory controls for textbooks, trade books, and general merchandise
  - b. Recording, checking and reporting sales
  - c. Used book buybacks
  - d. Control of cash and refunds
  - e. Internal audit
  - f. Sales via e-commerce web sites

6. Offerors shall indicate the policies/programs/procedures proposed for use in the following Bookstore functions or areas:
  - b. Buy-back of books
  - c. Refunds
  - d. Faculty/staff discounts
  - e. Special orders – Texts and Trade, Custom-Published Materials, Semester Start-up Kits
  - f. Special Orders- Define process for delivery period for special orders
  - g. Special orders – Class Rings, Caps/Gowns, and Invitations, if requested by the University Stocking of all required course books
  - h. Textbook adoption
  - i. Processing of late textbook requests and orders
  - j. New categories of merchandise, if any, to be added for sale
  - k. Charges and policies for accepting and cashing checks
  - l. Pricing
  - m. General book selections
7. A plan for the management and staffing of the MUSC Online Bookstore. Describe the qualifications and credentials of the contract management staff for the MUSC Online Bookstore.
8. Offerors shall provide a contract implementation and transition plan, with target and event dates for commencement of the offeror's Online Bookstore operation.
9. Describe your marketing approach. Include the scope of the annual marketing plan (due by May 30 each year), budget allocation for marketing, and how you plan to increase services and sales.
10. An organization chart showing the management structure of your district/regional and corporate levels with a description of the qualifications and credentials of upper level management.
11. Provide any other information that would indicate the offeror is best for management and operation of MUSC's Online bookstore.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]  
[05-5010-2]

## **QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)**

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

## **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the 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 contact and evaluate your proposed subcontractors. [05-5030-2]

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- BIDS (MODIFIED)**

Award will be made to the responsible and responsive bidder(s) whose offer exceed MUSC's minimum annual payment of twenty-one thousand (\$21,000.00) dollars plus agrees to the terms of Attachment C and its appendixes, Trademark Licensure Agreement.

### **AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror. [06-6040-1]

### **CALCULATING THE AWARD**

In determining the award, the sum total of the extended price will be compared to all bids.  
[06-6050-1]

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

### **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

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

### **BANKRUPTCY - GENERAL (FEB 2015)**

(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 two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State 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. [07-7A005-2]

### **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. [07-7A010-1]

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include

discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

[07-7A020-1]

#### **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 States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (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. [07-7A025-1]

#### **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. [07-7A030-1]

#### **FALSE CLAIMS (JAN 2006)**

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

#### **FIXED PRICING REQUIRED (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. [07-7A040-1]

#### **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

#### **NOTICE (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. [07-7A050-1]

### **OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

### **PAYMENT and INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

### **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. [07-7A060-1]

### **PURCHASE ORDERS (JAN 2006)**

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

### **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. [07-7A075-1]

### **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the

applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **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. [07-7A085-1]

#### **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. [07-7A090-1]

#### **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. [07-7A095-1]

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **Badges (MUSC)**

Contractor shall be responsible for expenses incurred in having all personnel – contract and/or subcontract – working on the MUSC campus obtain MUSC Identification Badges. This includes a background check and possible Drug and TB Testing. Badges must be obtained prior to contract performance commencement.

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

### **CISG (JAN 2006)**

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

### **COMPLIANCE WITH LAWS (JAN 2006)**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

### **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.[07-7B040-1]

### **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. [07-7B060-1]

### **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. [07-7B065-1]

### **DEFAULT (JAN 2006)**

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) 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.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and

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

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

### **ILLEGAL IMMIGRATION (NOV 2008)**

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

### **INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)**

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

## INFORMATION SECURITY - DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause.

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term “compromise” includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**Government information** means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public information** means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

**Third party** means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

**Unrestricted information** means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor’s performance of the work.

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

## INTELLECTUAL PROPERTY (MUSC)

- a. All works, inventions, content, data, information and other materials, regardless of the form or media, provided by or on behalf of MUSC, its affiliated entities or their respective personnel or contractors shall remain the sole and exclusive property of MUSC (or its affiliate entity, as applicable), including, without limitation, all intellectual property rights therein. Neither this Agreement nor Contractor’s performance of its obligations hereunder shall be construed as conferring upon Contractor any right or license in or to the foregoing by implication, estoppel or otherwise.
- b. Any products or deliverables provided by Contractor or any of Contractor’s subcontractors to MUSC pursuant to the Services (“Products”) shall be deemed to be work made for hire and MUSC shall own all right, title, and interest in and to the Products and each part and component thereof, whether or not patentable or copyrightable (including, without being limited to, results, inventions, information, materials, products, trade secrets, know-how, technical and non-technical data, discoveries, methods, processes, studies, research, test results, techniques, formulae, compounds, designs, improvements, developments, and any files, notebooks, drawings, software, computer programs, diagrams, specifications, and other documents containing or recording any of the foregoing), and any copyright therein and patent application or patent thereon. Contractor hereby transfers and assigns, and shall require its subcontractors to hereby transfer and assign, to MUSC all right, title and interest in and to the Products. At MUSC’s request, Contractor and its subcontractors, as applicable, shall promptly give, execute, deliver, file, and record any and all applications, assignments or other instruments, and shall do such other acts and things, as MUSC may deem necessary in order effectively to transfer, assign, convey, and vest in and to MUSC all right, title, and interest in and to the Products, each part and component thereof, all copyrights therein, and all patent applications and patents thereon; in order to assist MUSC in

prosecuting or defending any litigation and proceedings relating to the Products, any part or component thereof, any copyright therein, or any patent application or patent thereon; or in order to evidence or preserve MUSC's ownership of the right, title, and interest in and to the Products, each part and component thereof, all copyrights therein, and all patent applications and patents thereon. This Section shall survive termination of this Agreement.

### **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. [07-7B115-1]

### **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

### **PRICE ADJUSTMENTS (JAN 2006)**

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

### **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

## **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. [07-7B205-1]

## **SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)**

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

## **SMOKING POLICY (MUSC)**

As South Carolina's academic health center and home to the only National Cancer Institute-designated cancer institute in the state, it is a part of our mission to prevent cancer and to lead by example in providing the healthiest environment possible for everyone on our campus. MUSC is a totally tobacco-free campus, since March 1, 2019. Smoking is not permitted in any areas on campus. This includes the use of chewing tobacco and e-cigarettes. (See Attachment A Map)

## **SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)**

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a non-qualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

## **SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

## **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

## **TERM OF CONTRACT -- OPTION TO RENEW (JAN 2015)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

## **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the

State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1.	Years		
<b>Product Catg.:</b> 71510 - Books Curriculum Guides Directories Magazines etc.				
<b>Item Description:</b> Year 1 Online Book Store				
<b>Internal Item Number:</b> 1				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
OFFSHORE	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
OFFSHORE CONTRACTING	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
b) What percentage (%) of the total work is being contracted offshore?	Mandatory	No		
c) What percentage (%) of the total value of the contract is being contracted offshore?	Mandatory	No		
d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Data provided by the Offeror is for information only and will not be used in the evaluation and determination.	Mandatory	No	<input type="checkbox"/> Attach your SLA in the "My Notes" Section	
Will work be performed offshore by the Offeror and/or its subcontractors? If yes, answer all related questions.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
a) If work is being done offshore, please indicate the type of work being contracted offshore?	Mandatory	No		
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="http://www.procurement.sc/preferences">www.procurement.sc/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	Years		
<b>Product Catg.:</b> 71510 - Books Curriculum Guides Directories Magazines etc.				
<b>Item Description:</b> Year 2 Online Book Store				
<b>Internal Item Number:</b> 2				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
OFFSHORE	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
OFFSHORE CONTRACTING	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
b) What percentage (%) of the total work is being contracted offshore?	Mandatory	No		
c) What percentage (%) of the total value of the contract is being contracted offshore?	Mandatory	No		
d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Data provided by the Offeror is for information only and will not be used in the evaluation and determination.	Mandatory	No	<input type="checkbox"/> Attach your SLA in the "My Notes" Section	
Will work be performed offshore by the Offeror and/or its subcontractors? If yes, answer all related questions.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
a) If work is being done offshore, please indicate the type of work being contracted offshore?	Mandatory	No		
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="http://www.procurement.sc/preferences">www.procurement.sc/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	1.	Years		
<b>Product Catg.:</b> 71510 - Books Curriculum Guides Directories Magazines etc.				
<b>Item Description:</b> Year 3 Online Book Store				
<b>Internal Item Number:</b> 3				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
OFFSHORE	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
OFFSHORE CONTRACTING	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
b) What percentage (%) of the total work is being contracted offshore?	Mandatory	No		
c) What percentage (%) of the total value of the contract is being contracted offshore?	Mandatory	No		
d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Data provided by the Offeror is for information only and will not be used in the evaluation and determination.	Mandatory	No	<input type="checkbox"/> Attach your SLA in the "My Notes" Section	
Will work be performed offshore by the Offeror and/or its subcontractors? If yes, answer all related questions.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
a) If work is being done offshore, please indicate the type of work being contracted offshore?	Mandatory	No		
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="http://www.procurement.sc/preferences">www.procurement.sc/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	1.	Years		
<b>Product Catg.:</b> 71510 - Books Curriculum Guides Directories Magazines etc.				
<b>Item Description:</b> Year 4 Online Book Store				
<b>Internal Item Number:</b> 4				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
OFFSHORE	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
OFFSHORE CONTRACTING	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
b) What percentage (%) of the total work is being contracted offshore?	Mandatory	No		
c) What percentage (%) of the total value of the contract is being contracted offshore?	Mandatory	No		
d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Data provided by the Offeror is for information only and will not be used in the evaluation and determination.	Mandatory	No	<input type="checkbox"/> Attach your SLA in the "My Notes" Section	
Will work be performed offshore by the Offeror and/or its subcontractors? If yes, answer all related questions.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
a) If work is being done offshore, please indicate the type of work being contracted offshore?	Mandatory	No		
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="http://www.procurement.sc/preferences">www.procurement.sc/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	1.	Years		
<b>Product Catg.:</b> 71510 - Books Curriculum Guides Directories Magazines etc.				
<b>Item Description:</b> Year 5 Online Book Store				
<b>Internal Item Number:</b> 5				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
OFFSHORE	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
OFFSHORE CONTRACTING	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
b) What percentage (%) of the total work is being contracted offshore?	Mandatory	No		
c) What percentage (%) of the total value of the contract is being contracted offshore?	Mandatory	No		
d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Data provided by the Offeror is for information only and will not be used in the evaluation and determination.	Mandatory	No	<input type="checkbox"/> Attach your SLA in the "My Notes" Section	
Will work be performed offshore by the Offeror and/or its subcontractors? If yes, answer all related questions.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
a) If work is being done offshore, please indicate the type of work being contracted offshore?	Mandatory	No		
Are you requesting the SC Resident Vendor Preference? See the SC Procurement Code, Section 11-35-1524(C)(1)(I)&(II) and Section IIB of this solicitation for more information. For a FAQ on these preferences, please see <a href="http://www.procurement.sc/preferences">www.procurement.sc/preferences</a>	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SC End-Product Pref. Section 11-35-1524 (B)(2). Select SC End Product Preference if product is made, manufactured or grown in SC. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
US End-Product Pref. Section 11-35-1524, (B)(1). Select US End Product if product is made, manufactured or grown in the US. Select No, if not claiming a preference.	Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## **IX. ATTACHMENTS TO SOLICITATION**

### ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment A Smoke Free

Attachment B Offeror Checklist

Attachment C Trademark License Agreement

Attachment D Security Assessment

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov>  
[09-9005-4]