DESCRIPTION: Provide financial and NCAA compliance audit services

USING GOVERNMENTAL UNIT: Coastal Carolina University

SUBMIT OFFER BY (Opening Date/Time): December 16, 2014 @ 3:00PM  See “Deadline for Submission of Offer” provision

QUESTIONS MUST BE RECEIVED BY: N/A  See “Questions From Offeror” provision

NUMBER OF COPIES TO BE SUBMITTED: One (1) original and five (5) copies (marked ‘copy’)

OFFERS MUST BE SUBMITTED IN A SEALED PACKAGE, WITH THE SOLICITATION NUMBER AND OPENING DATE ON THE PACKAGE EXTERIOR, TO EITHER OF THE FOLLOWING ADDRESSES (see “Submitting Your Offer” provision; the term “Offer” means your “Bid” or “Proposal”):

MAILING ADDRESS:
Coastal Carolina University
Procurement Services
P.O. Box 261954
Conway, SC 29528

PHYSICAL ADDRESS:
Coastal Carolina University
Procurement Services
642 Century Circle
Conway, SC 29526

CONFERENCE TYPE: N/A
DATE & TIME: N/A
As appropriate, see “Conferences - Pre-Bid/Proposal” & “Site Visit” provisions

LOCATION: N/A

AWARD & AMENDMENTS Award will be posted on January 23, 2015. The award, this solicitation, and any amendments will be posted at the following web address: http://www.coastal.edu/procurement/currentsolicitations.html

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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

OFFEROR’S TYPE OF ENTITY:
(Check one)
□ Sole Proprietorship
□ Partnership
□ Corporation (tax-exempt)
□ Corporate entity (not tax-exempt)
□ Government entity (federal, state, or local)
□ Other _________________________

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

TITLE (Business title of person signing above)

PRINTED NAME (Printed name of person signing above)

DATE SIGNED

(See “Signing Your Offer” provision.)

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

STATE OF INCORPORATION (If offeror is a corporation, identify the state of incorporation.)

TAXPAYER IDENTIFICATION NO.

COVER PAGE CCU (JAN. 2009)
HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Number</th>
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E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)

ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)

- Payment Address same as Home Office Address
- Payment Address same as Notice Address

- Order Address same as Home Office Address
- Order Address same as Notice Address

ACKNOWLEDGMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

<table>
<thead>
<tr>
<th>Amend. #</th>
<th>Amend. Issue Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Dec. 2, 2014</td>
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</tbody>
</table>

See "Amendments to Solicitation" Provision

DISCOUNT FOR PROMPT PAYMENT

See "Discount for Prompt Payment" clause

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<tr>
<th>10 Calendar Days (%)</th>
<th>20 Calendar Days (%)</th>
<th>30 Calendar Days (%)</th>
<th>____ Calendar Days (%)</th>
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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. **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 DO NOT APPLY WITH THIS SOLICITATION.***

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)).

***PREFERENCES DO NOT APPLY WITH THIS SOLICITATION.***

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

PAGE TWO

End of Page Two
INFORMATION FOR OFFERORS TO SUBMIT

AS A MINIMUM, Offerors shall submit the following:

1. A signed Cover Page and Page 2
2. All pages identified as Section VIII. BIDDING SCHEDULE/PRICE
3. Page identified as MINORITY PARTICIPATION / OFFSHORE CONTRACTING (if applicable)

In addition, Offerors should review the following sections for any additional information that may be required for submission:

1. Section IV. INFORMATION FOR OFFERORS TO SUBMIT
2. Section II. B. SPECIAL INSTRUCTIONS
3. Section III. SCOPE OF WORK / SPECIFICATIONS
4. Section V. QUALIFICATIONS
5. Any additional and appropriate attachments addressed in Section IX. ATTACHMENTS TO SOLICITATIONS

TIPS TO AVOID COMMON MISTAKES

- Read the solicitation in its entirety.
- Questions on the requirements of the solicitation must be asked during the questions phase of the solicitation (see “Questions From Offerors” section) and/or during a pre-bid/proposal conference if one is scheduled. Issues and/or concerns on the requirements raised in your response are too late.
- Unless expressly requested or required by the solicitation, do not attach or include any additional agreements with your bid/proposal.
- Exceptions to the mandatory clauses of the solicitation are generally not acceptable and will result in your bid/proposal being declared nonresponsive.
- Properly mark all protected, confidential, or trade secret information in accordance with the solicitation section titled “Submitting Confidential Information”. Please note that the entire bid/proposal cannot be marked as confidential, protected, or trade secret.
- Properly acknowledge any and all amendments. Instructions are provided in the “Amendments To Solicitation” section.
- Include the proper number of requested copies of your bid/proposal as requested on Page 1.
- Review these tips again prior to submitting your bid/proposal.

These tips are provided to assist offerors with avoiding common mistakes and are not to be taken as all inclusive of items required for the solicitation. The determination of the responsiveness of your bid/proposal will be evaluated against the solicitation document and not the above. You do not need to return this page with your bid/proposal.
AMENDMENT # 1

NOTICE

The original Request For Proposal solicitation document, dated November 12, 2014, is hereby amended to answer questions submitted by the vendor community and to revise the originally published solicitation document.

To ensure the clarity of the solicitation, prospective offerors should DISCARD THE ORIGINAL SOLICITATION DOCUMENT, dated November 12, 2014. This AMENDMENT #1 supersedes all previous solicitation documents in its entirety.

In an effort to assist in the review of this amendment, changes have been indicated in red type or red strikethroughs.* Despite all attempts to note all changes, it is possible that one may be inadvertently left unmarked. Therefore, offerors are reminded to thoroughly read, understand and respond to the solicitation according to this amendment in its entirety.

The new SUBMIT OFFER BY date is December 16, 2014 at 3:00 PM.
The new Award posting date is January 23, 2015.

*No changes have been made to Sections I through IX of this Amendment #1 in comparison with the original solicitation. However, Offerors are again reminded to read this amendment in its entirety.

Questions received from the prospective vendor community and the University’s responses to those questions are provided below.

Questions from Vendor #1:

1. During which time periods have interim and year end work normally taken place?
   Response: Interim work in May; year-end in September (Labor Day week), as statements must be filed with the Comptroller General by September 24.

2. Were the previous auditors at the University or was some of the audit work performed offsite?
   Response: Some work was completed off-site prior to the on-site work in May and September. Finalizing the audit has typically been completed off-site; however, most work has been completed on-site.

3. What is the financial accounting system used? How many general ledger accounts are there?
   Response: The financial accounting system is Datatel (now part of Ellucian). There are approximately twenty seven thousand (27,000) total accounts.

4. When will audit schedules requested by the audit firm be ready?
   Response: Preliminary checklist work is generally ready when auditors arrive in May. Year-end work is completed just before auditors arrive in September.

5. What is the size you the University accounting staff?
   Response: Approximately nine (9) accountants.

6. Any significant changes from the prior year?
   Response: No.

7. If management prepares the financial statements when will they be ready for the audit firm and in what format will they be provided?
   Response: The statements are ready for review when the auditors arrive in September. They can be given to the auditors electronically in an excel format. Synoptics, a Datatel financial reporting tool, is used to generate the Statement of Net Position. Excel is used to generate
Statement of Revenues and Expenses, Changes in Net Position, as well as the Statement of Cash Flows.

8. When will the audited financial statements of the discretely presented component units be ready?  
Response: There are three (3) component units discretely presented with our financial statements. They are usually ready a week before our statements are due.

9. Will management also prepare the Intercollegiate Athletics Program Statement of Revenues, Expenditures and Transfers and related notes?  
Response: Yes, the University prepares the NCAA reports.

10. Could you please provide us a list of all other questions and responses to those questions which have been submitted by all firms?  
Response: All questions received are provided and responded to in this amendment.

Questions from Vendor #2:

11. Do you anticipate any significant changes for FY15 activity (anticipated funding changes, program changes, or major changes in expenses)?  
Response: No.

12. To what extent does the University staff participate in the complete preparation of the CAFR? Will the University maintain control over the drafting-processing/printing of the document throughout the audit?  
When would the draft financial statements, MD&A, notes, and statistical section be available for our review to make any suggested changes?  
Response: The University staff completely prepares the CAFR. The University maintains control over the drafting/printing/processing of the document. The entire set of financial statements including MD&A, notes, and supplemental required schedules are available when the auditors arrive in September for the on-site work. The statistical sections are not required by the September 24th date. Those sections are required to be completed by December 31st and are not considered part of the audit.

13. Were there any adjusting journal entries last year as a result of audit procedures?  
Response: No.

14. Do the auditors typically perform work prior to year end, and if not, is the University open to that?  
Response: See responses to Questions 1 and 2 above.

15. Does the University have a preference on what week to begin yearend audit fieldwork?  
Response: Yes, the week of Labor Day.

16. Does the University have an internal auditor? If so, in what areas has internal auditor assistance been utilized in prior audits? Will all internal audit reports be made available to us?  
Response: The University does not have an internal auditor. However the Controller is a Certified Internal Auditor and is focused on internal controls. Internal audit reviews have been contracted to outside auditors. Any of those reports would be made available.

17. Were there any services provided and billed last year that were outside the scope of the RFP?  
Response: Several internal audit reviews were conducted by the current contractor that were outside of the scope of regular audit responsibilities.

18. Per the RFP, the University uses the Ellucian financial software. In addition to viewing access to Ellucian, will we be given viewing access through VPN (to login remotely) and/or to any electronic imaging system to access supporting information (i.e. invoices, purchase orders, etc.).  
Response: Yes, access through VPN will be given.

19. Any major construction in progress in FY15?
Response: A listing and status of major projects may be found through this link: http://www.coastal.edu/administration/facilities/projects/projects/status.html

20. When will the inventory counts be taken? Is there only one location?
Response: Inventory counts are taken as of June 30th. There are a variety of locations that do inventory counts including University departments of Student Health Services, Facilities, Post Office, Campus Receiving, and Hackler Golf Course.
I. SCOPE OF SOLICITATION –

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

Coastal Carolina University seeks a source to provide financial and NCAA compliance audit services per the specifications provided herein.

MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006): April 1, 2015 to March 31, 2020. 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".

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.
BOARD means the South Carolina Budget and Control Board.
BUYER means the Procurement Officer.
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].
WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: http://www.coastal.edu/procurement/currentsolicitations.html
(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]

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be
sent to all Offerors responding to the Solicitation. 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 eleventh day after such notice is given. [02-2A010-1]

**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]

**BOARD AS PROCUREMENT AGENT (JAN 2004)**
(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Unit(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

**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
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)

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)
All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

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 bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011):
You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor’s judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns
and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

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

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

**DUTY TO INQUIRE (JAN 2006)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

**ETHICS CERTIFICATE (JAN 2004)**

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]

**PROTESTS (JUNE 2006)**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [# 11-35-4210] [02-2A085-1]

**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 (JAN 2004)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

The preferred method for submitting questions is via email to the Procurement Officer’s address noted on Page 1 of this document, with the subject line indicating “Questions – Solicitation (insert identifying Solicitation Number from Page 1). If you choose not to email questions, they may be sent to the Procurement Officer’s attention at the mailing address noted on Page 1 or by facsimile to 843-349-2184, to include the appropriate indication in the subject line.

**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 (JAN 2004)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

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

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award. [02-2A110-1]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [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: http://www.scemd.org/scgovweb/weather_alert.html [02-2A120-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be
SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

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

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.

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

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

withdrawal or correction of Offer (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.
II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

STATE APPROVAL REQUIRED: Pursuant to section 11-35-1250 of the South Carolina Code of Laws and section 19-445.2025 of the South Carolina Code of Regulations, any award for auditing or accounting services is subject to prior approval by the South Carolina Office of the State Auditor.

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

DISCUSSIONS & NEGOTIATIONS (NOV 2007): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(l)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal.

DISCUSSION WITH OFFERORS (JAN 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

MAIL PICKUP (CCU 2006): The University’s Mail Services picks up all mail from the US Postal Service once daily around 9:00 a.m. (excluding weekends and holidays), and disseminates the mail to the Procurement office normally by 12:00 pm. See provision entitled Deadline for Submission of Offer.

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

PROTEST – CPO - MMO ADDRESS (JAN 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, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201
III. SCOPE OF WORK / SPECIFICATIONS –

1. Background

1.1 Coastal Carolina University

Coastal Carolina University (University) is a dynamic, public comprehensive liberal arts institution located in Conway, just minutes from the resort area of Myrtle Beach, S.C. The University offers 67 areas of study toward the baccalaureate degree, and eight master's degree programs in accountancy, business administration, education, liberal studies, marine and wetland studies, and writing, plus the new Educational Specialist in Educational Leadership. The University begins offering its first doctoral program – the Ph.D. in Marine Science: Coastal and Marine Systems Science – in Fall 2014.

More than 9,400 students from across the country and the world interact with a world-class faculty, and enjoy a nationally competitive NCAA I athletic program, an inspiring cultural calendar, and a tradition of community interaction that is fueled by more than 180 student clubs and organizations.

The University comprises 102 main buildings on 620 acres including the Coastal Science Center and the Burroughs & Chapin Center for Marine and Wetland Studies, located on the East Campus in the Atlantic Center on U.S. 501, and The General James Hackler Golf Course at Coastal Carolina University, a public 18-hole golf facility located adjacent to the campus. The University also offers courses at the Litchfield Higher Education Center and the Myrtle Beach Education Center. A 1,105-acre tract, including a portion of Waties Island, provides a natural laboratory for extensive study in marine science and wetlands biology on an Atlantic coast barrier island.

The University was founded in 1954 as Coastal Carolina Junior College and became an independent university in 1993.

The University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award the baccalaureate, master's and doctoral degrees.

The University has been awarded a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA) for its Comprehensive Annual Financial report (CAFR) for the fiscal year ended June 30, 2013. This was the eleventh year that the University received this prestigious award.

Additional information regarding the University may be found here: http://www.coastal.edu/

1.2 Related Entities

The financial reporting entity, as defined by GASB Statement No. 14, The Financial Reporting Entity, consists of the primary government and all of its component units. Component units are legally separate organizations for which the primary government is financially accountable and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the financial statements to be misleading or incomplete. Accordingly, financial statements issued by the University include those of three (3) discretely presented component units, the Coastal Educational Foundation, the CCU Student Housing Foundation, and the Chanticleer Athletic Foundation.

The Coastal Educational Foundation (the CEF) is a legally separate, tax-exempt entity that was chartered by the State of South Carolina for the purpose of soliciting, receiving, managing and distributing gifts for educational purposes in support of Coastal Carolina University. The CEF’s activities are governed by its board of directors. The CEF’s support comes primarily from contributions from alumni, local individuals and businesses. Although the University does not control the timing or amount of receipts from the CEF, the majority of resources and income thereon that it holds and invests is restricted to the activities of the University by donors. Because these restricted resources can only be used by, or for the benefit of, the University, the CEF is considered a component unit of the University.

The CCU Student Housing Foundation (the SHF) is also a legally separate, tax-exempt entity chartered to provide housing for Coastal students and to provide support for various other University programs. The Foundation is supported by housing fees paid by students. The Foundation’s activities are governed by its board
of directors. The Foundation is considered a component unit because its economic resources are held entirely for the benefit of the University.

The Chanticleer Athletic Foundation (CAF) is another legally separate tax exempt, not-for-profit organization incorporated under the laws of South Carolina as the University’s athletic fund-raising organization. Contributions to CAF are used for athletic scholarships, facilities and program development. CAF’s support comes primarily through individual donor contributions, annual fund-raising campaigns and special events.

1.3 Financial Records Location

Financial records are maintained primarily by the Office of Financial Services which is located in the Edward M. Singleton Building, 103 Tom Trout Drive, Conway, South Carolina. The University’s accounting records have been maintained since 1994 within the Datatel (now Ellucian) enterprise resource planning (ERP) software system.

1.4 Current Audit Contract

The University’s current contract for financial and NCAA compliance audits expires March 25, 2015 and has been performed by:

Cline Brandt Kochenower and Co., P.A.
PO Box 848
Gaffney, SC 29342-0848

The fee structure was as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Financial Audit</th>
<th>NCAA</th>
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<tbody>
<tr>
<td>2010</td>
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<td>$4,500</td>
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</tr>
<tr>
<td>2014</td>
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<td>$4,500</td>
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</tbody>
</table>

Reports issued by Cline Brandt Kochenower and Co., P.A. for fiscal year 2013, as well as information on prior years, are available from the following link: [http://www.coastal.edu/finance/reports.html](http://www.coastal.edu/finance/reports.html)

Reports for fiscal year 2014 are not available at present.

2. Scope

2.1 Required Services

2.1.1 Financial and Compliance Audit:

Each proposal must address itself to the conduct of an audit and expression of an opinion upon the University's financial statements for the years ending June 30, 2015, 2016, 2017, 2018 and 2019. The proposal must address itself to the conduct of an audit performed in accordance with auditing standards generally accepted in the United States of America, and the provisions of Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Office of Management and Budget (OMB) circular A-133, Audits of State, Local Governments, and Non-Profit Organizations. The audit must include audit procedures to ensure compliance with State laws, rules and regulations that, if not followed, could materially affect the basic financial statements.

2.1.2 National Collegiate Athletic Association (NCAA) Agreed Upon Procedures (AUP)

Each proposal must address itself to the conduct of the NCAA Division I required audit and expression of an opinion upon the Statement of Revenues, Expenditures and Transfers of the intercollegiate athletics program of the University for the years ending June 30, 2015, 2016, 2017, 2018 and 2019. The NCAA required audit must be performed in accordance with auditing standards generally accepted in the United States of America and include the minimum agreed-upon procedures as prescribed by the NCAA’s financial audit guidelines.

2.1.3 Additional Assistance
The University may require assistance from the successful Offeror to assist with technical issues and to address other areas of special emphasis defined by the University, such as, but not necessarily limited to, the following:

- Additional auditing or account services to supplement existing services or due to a material change in the scope of work;
- Assistance in tax issues for higher education institutions;
- Assistance in bond issues topics;
- Assistance in reviewing policy and presentation issues related to Governmental Accounting Standards Board (GASB) processing.

Offerors must specify rates for providing such services on an hourly rate by staffing and skill level.

2.1.4 Entrance and Exit Conferences

A formal entrance conference will be held annually with the Contractor to review audit objectives and strategies, current year considerations, the impact of new accounting and auditing developments, the coordination of effort between audit teams, and any changes in the State or Federal government deadlines.

A formal exit conference is to be held annually with the Executive and Audit Committee of the University’s Board of Trustees and the appropriate University representatives. The University is to be given an opportunity to provide a written response to the current management letter and to any findings of noncompliance. A management letter or comments, if applicable, will be addressed to the University’s Board of Trustees under separate cover.

2.1.5 Report Requirements

2.1.5.1 Financial and Compliance Audit

The University prepares and publishes a Comprehensive Annual Financial Report (CAFR). The CAFR includes the audited financial statements and the auditor’s opinion on the financial statements. The University is to be accounted for as a business-type entity. The financial report will consist of a set of combined financial statements, namely: (a) statement of net assets, (b) statement of revenues, expenses, and changes in net assets, and (c) statement of cash flows.

The University also prepares a Schedule of Expenditures of Federal Awards as required by Office of Management and Budget (OMB) Circular A-133 must be included. The Schedule of Expenditures of Federal Awards lists, by federal funding source and federal program (Catalog of Federal Domestic Assistance Number and Grant or Contract Number), each grant or other form of financial assistance and its annual expenditures.

The independent auditor's report on the financial statements is to be addressed to the University. The auditor's report must describe the nature of the audit and that the audit was performed in accordance with auditing standards generally accepted in the United States and Government Auditing Standards issued by the Comptroller General of the United States. The report must include an opinion as to whether the statements conform to accounting principles generally accepted in the United States of America. A presentation to the University will be required annually.

A management letter is to be prepared each year with emphasis on improvement of internal controls related to the financial statements, accounting practices, the accounting system, legality of actions, instances of noncompliance with laws and regulations, and any other material matters. The report must include specific statements indicating whether conditions noted in prior auditor's comments or findings have been corrected or still exist. The report will be addressed to the University.

All reports are required to be submitted via e-mail in .pdf format to the University Controller and the South Carolina Comptroller’s Office (appropriate e-mail addresses will be provided by the University to the Contractor). Reports must be ADA compliant.

The University may include the audited financial statements in documents issued in connection with the issuance of bonds.

2.1.5.2 NCAA AUP
The independent auditors’ report on the Intercollegiate Athletics Program Statement of Revenues, Expenditures and Transfers is to be addressed to the University. Requirements for the NCAA required report are specified in the NCAA Financial Audit Guidelines under the heading “Auditor’s Report”.

A management letter, if required, should include a statement of audit findings and recommendations affecting the financial statements, internal control, accounting system, legality of actions, other instances of noncompliance with laws and regulations, and any other material matters. Please refer to the NCAA Financial Audit Guidelines for a discussion of the auditor’s responsibilities for violations of NCAA Legislation.

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

A presentation to the University Board of Trustees will not be required unless specifically requested.

2.2 Time Considerations and Requirements

Audit work may begin at a time mutually agreed upon by the Contractor and the University Controller.

The University’s financial statements are included in the overall financial statements for the State of South Carolina. It is therefore imperative that preliminary drafts and final reports be delivered electronically, to the University’s Controller, no later than 4:30 PM on the following dates each year:

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<thead>
<tr>
<th></th>
<th>Preliminary Drafts</th>
<th>Final Reports</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial statement audit</td>
<td>September 23</td>
<td>October 10</td>
</tr>
<tr>
<td>OMB A-133 reports</td>
<td>September 23</td>
<td>October 10</td>
</tr>
<tr>
<td>NCAA AUP</td>
<td>November 1</td>
<td>January 13</td>
</tr>
</tbody>
</table>

If the specified date falls on a weekend, the reports are due on the Monday immediately following. Prior to the start of the annual audit, the University will notify the Contractor of any required changes to these deadlines.

2.3 Contractual Arrangements

The University understands that there may be additional audit work required if new GASB or SAS statements are issued. Any requested changes to the annual fee must meet the requirements of the Changes clause noted elsewhere in this document and be requested in writing no later than January 2 of the calendar year in which the change in fee is to take place. The Procurement Officer, upon directive and approval of the University Controller, must initiate change orders to any contract.

The University will accept progress billings up to 50% of the total annual fee. Requests for payments are to be submitted to the University’s Controller. Billings for the final 50% of the annual fee will be accepted upon the University’s acceptance of the final financial reports. The University reserves the right to adjust the percentage (up or down) based on meeting agreed report delivery dates in the previous year or years.

2.4 University Assistance

Previous audit work papers will be made available to the successful Offeror. Arrangements to obtain the previous auditor work papers must be made in advance.

Access to the ERP system sufficient to perform the audits will be granted to the Contractor.

Do not assume that accounting staff will be available to prepare schedules. Accounting or other University staff will pull requested documents. The University’s staff will prepare a preliminary trail balance and draft financial statements including adjusting entries proposed by the auditor and accepted by the University.

2.5 Working Papers

The Contractor must retain any working papers for three (3) years or until advised otherwise by the University. The working papers must be made available on-site, without charge, for examination by representatives of the University and the federal and state government. The Contractor must also make all working papers physically available at the audit site, without charge, to the contractor auditing in subsequent years.
DELIVERY / PERFORMANCE LOCATION - SPECIFIED: After award, the performance location for services shall be coordinated with:

Coastal Carolina University
Office of Financial Services
843-349-2283

IV. INFORMATION FOR OFFERORS TO SUBMIT

In addition to information that may be requested elsewhere in this solicitation, Offerors must submit the following:

PROGRAM PROPOSAL

The Offerors Program Proposal must, at a minimum, include the following:

2. Letter of Transmittal, limited to one or two pages.
   a. Briefly state the Offeror’s understanding of the work to be performed and a commitment to perform the work within the time periods stated.
   b. State that:
      i. The audit will be performed on behalf of Coastal Carolina University.
      ii. Coastal Carolina University is your client.
      iii. The University will be responsible for payment of the audit fees.
   c. State the names of the persons who will be authorized to make representations for the Offeror, their titles, telephone numbers, and e-mail addresses.
   d. State the name of the partner that will be assigned to this contract and the name of the partner assigned the responsibility for the quality of the report and working papers, providing their titles, telephone numbers, and e-mail addresses.
   e. State the firm’s policy regarding client notification of firm changes in key personnel on an engagement.
   f. State that the partner responsible for report quality will submit with the preliminary draft a signed statement certifying that, in the responsible partner’s professional opinion, the preliminary draft is a completed document and ready to be issued.
3. Profile of the Offeror
   a. State whether the firm is local, regional, national, or international.
   b. State the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
   c. Describe the range of activities performed by the local office such as auditing, accounting, tax service, or management services.
4. Mandatory Criteria
   a. Affirm that the Offeror is a properly licensed certified public accountant.
   b. Affirm that the Offeror is either currently licensed in South Carolina or is a nonresident properly registered under Section 40-2-250 of the 1976 South Carolina Code of Laws, as amended, and the associated Regulation 1-10. An affirmation that a nonresident Offeror will become properly registered prior to commencing work will be acceptable.
   c. Affirm that the Offeror meets the independence standards of the Government Auditing Standards issued by the Comptroller General of the United States.
   d. Affirm that the Offeror does not discriminate in employment of persons upon the basis of race, color, creed, national origin, sex, age, or physical handicap.
   e. Certify that, in accordance with Sections 44-107-10 through 44-107-90 of the 1976 South Carolina Code of Laws, as amended, a drug-free workplace will be provided during the proposed term of an awarded contract.
   f. Affirm that the Offeror has not been suspended and/or debarred from performing federal audits.
   g. Affirm that the Offeror will maintain on file with the University a Certificate of Insurance for the protection of the University (see the Contractor’s Liability Insurance section below for ongoing requirements).
5. Summary of the Offeror’s Qualifications
a. State the identity of the supervisors who will work on the audit, including staff from other than the local office. Resumes including relevant experience and continuing education for each supervisory person to be assigned to the audit should be included. Specify governmental CPE attended in the past twenty four (24) months by the partner(s) and auditor-in-charge to be assigned to this audit.
b. Describe the recent local office auditing experiences similar to the type of audit requested, and give the names and telephone numbers of client officials responsible for three (3) of the audits listed.
c. State that the Offeror is aware of the current GAO Yellow Book requirements concerning continuing education and peer review and that the requirements will be complied with during the term of an awarded contract.
d. Any additional information as required in Section V. QUALIFICATIONS – REQUIRED INFORMATION.

6. Offeror’s Approach to the Audit. Submit a work plan to accomplish the scope of work described in this solicitation. The work plan should include time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members should be named. The planned use of specialists should be specified. The plan must also include the following:
a. Financial Audit
   i. State that the audit will be made in accordance with auditing standards generally accepted in the United States of America and the provisions of Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996, and, the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.
   ii. State that the primary purpose of the audit is to express an opinion on the financial statements and that an audit is subject to the inherent risk that errors or irregularities may not be detected. State that if conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, the auditor will promptly advise the University Controller. And finally, state that no extended services will be performed unless they are authorized in writing by the University Controller and made part of a contract change order.

b. Compliance Audit
   State that in accordance with the auditing standards set forth in the Scope section, the Offeror will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations, and contracts.

c. NCAA AUP
   i. State that the engagement will be performed in accordance with the auditing standards generally accepted in the United States of America and include the minimum agreed-upon procedures as prescribed by the NCAA’s financial audit guidelines.
   ii. State that the primary purpose of the engagement is to issue an opinion as required by NCAA regulations on the Statement of Revenues, Expenditures and Transfers and that the engagement is subject to the inherent risk that errors or irregularities may not be detected. State that if conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, of if any other circumstances are encountered that require extended services, the auditor will promptly advise the University Controller. Finally, state that no extended services will be performed unless they are appropriately authorized by the University.

7. Additional information
   The Offeror may add additional information which it feels is pertinent in providing an offer. The Offeror’s general information publications, such as directories or client lists, should not be included.

8. Any appropriate attachments addressed in section IX. Attachments to Solicitations.

BUSINESS PROPOSAL

The Offeror must submit a Business Proposal as a separate document from the Program Proposal. The following information must be included in the Business Proposal:

1. Provide the all-inclusive fee for which the audit work will be done for each of the five (5) years to be audited, and state that this all-inclusive fee includes all out-of-pocket costs.
2. Provide the separate fee, if any, to review bond documents that include the audited financial statements.
3. Provide the separate hourly rates, by position, for consulting services outside the scope of the audit.
You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled “Submitting Confidential Information.” In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Magnetic Media Required Format.”) Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-030-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JANUARY 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror’s responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

QUALIFICATIONS – REQUIRED INFORMATION (JAN 2006): In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor’s portion of the work exceeds 10% of your price (if in doubt, provide the information):

(a) Include a brief history of the offeror’s experience in providing work of similar size and scope.

(b) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information with e-mail address) which you have performed and the general history and experience of your organization.

(c) A list of every business for which offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.

(d) List of failed projects, suspensions, debarments, and significant litigation.
VI. AWARD CRITERIA–

AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State.

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

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

EVALUATION FACTORS – PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. Experience and Qualifications
   • Experience of firm with public higher education institutions in South Carolina.
   • Qualifications of proposed audit team’s experience and professional education, including recent pertinent continuing education.
   • Experience in interpreting policies and procedures implemented by South Carolina state agencies such as Procurement Services, Attorney General, Office of the State Auditor, and Comptroller General’s Office.
   • Experience with US Department of Education Title IV programs.
   • Knowledge of public education accounting software – particularly Datatel (Ellucian).
   • Experience with CAFR certification.
   • Experience with forensic accounting and risk management assessment.
   • Financial services offered.
   • Appropriateness of assigned staff levels.
   • Size and structure of firm.
   
   Maximum points to be awarded: 45

2. Proposed Program
   • Appropriateness and adequacy of proposed procedures.
   • Necessity of procedures.
   • Reasonableness of time estimates.
   • Commitment to meet the stated deadlines.
   
   Maximum points to be awarded: 35

3. Business Proposal
   Offeror’s proposal for the all-inclusive fee for which the audit work will be done for each of the five (5) years to be audited.
   
   Maximum points to be awarded: 25
   Total points to be awarded: 100

In calculating Business Proposal points, the following formula will be used:
(lowest proposed cost / Offerors’ proposed cost) X points assigned = points awarded

Example: (dollar values are for illustrative purposes only)
Proposal A - $12,000
Proposal B - $15,000
Proposal C - $13,500

Proposal A: ($12,000 / $12,000) X 25 = 25 business proposal points awarded
Proposal B: ($12,000 / $15,000) X 25 = 20 business proposal points awarded
Proposal C: ($12,000 / $13,500) X 25 = 22.2 business proposal points awarded
NEGOTIATIONS (JAN 2006): The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

VII. TERMS AND CONDITIONS – A. GENERAL
This section contains the standard terms and conditions that apply to all solicitations and procurements made by Coastal Carolina University (University). Any seller-provided terms and conditions included with seller's quote, invoice, or other documents shall be of no effect.

ASSIGNMENT (JAN 2006): The order may not be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JANUARY 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the University. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all University orders and/or 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 cancellable and subject to immediate termination by the University upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE OF LAW: The order, any dispute, claim, or controversy relating to the order, and all 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.

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

CONTRACT ADMINISTRATION: Questions or problems arising after award of this order shall be directed to Coastal Carolina University, Procurement Services, PO Box 261954, Conway SC 29528. The office of Procurement Services is located in Atlantic Hall, 642 Century Circle, Conway SC.

CONTRACTOR PERSONNEL (CCU JULY 2014): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor certifies that its employees, volunteers, and participants are not registered sex offenders and have not been convicted of a felony. The Contractor will be responsible for compliance with Title IX and Title VII of federal civil rights laws while on University property or while conducting associated activities off University property. Failure to comply with the above may result in unilateral and immediate revocation of this contract.

As of August 1, 2014, the use of all tobacco products is prohibited in or on all University property. Tobacco products include all forms of tobacco and smoke-related products, including but not limited to, cigarettes, cigars, pipes, chewing tobacco, snuff, water pipes (hookahs), bidis, kreteks, smokeless tobacco, electronic cigarettes and other devices allowing for the ingestion, combustion, inhalation or other use of tobacco.

CONTRACTOR'S LIABILITY INSURANCE (MAR 2013): (a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:
(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Worker’s Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(b) The University, and its officers, officials, employees and volunteers, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The endorsement must contain the following language:

“The Coastal Carolina University, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured.”

(c) For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the State, the University, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, the University, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the University with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the University immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the State and the University a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or the University by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State or the University has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the University. The University may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(h) The University reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR’S OBLIGATION: 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.

COMPLIANCE WITH LAWS: Through acceptance of an order or contract, the Contractor shall be deemed to represent that it has complied, or will comply, with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder, and all University regulations and policies while on University property or while conducting University associated activities off of University property. University policies are available through this web site: http://www.coastal.edu/policies/

The Contractor acknowledges that persons under the age of eighteen (18) are considered minors in the State of South Carolina and protected under State law. The University’s policy on Protection of Minors can be found at: http://www.coastal.edu/policies/policyDetails.html?x=182

By acceptance of an order or contract, the Contractor is deemed to represent that it has complied or will comply with the Drug-Free Workplace Act, Section 44-107-10, Chapter 107, of the South Carolina Code of Laws.
Failure to comply with any applicable laws, ordinances, rules, regulations, and policies may result in unilateral and immediate revocation of this contract.

DELIVERY: Subject to conditions beyond the control of the Contractor, delivery of completion must actually be affected within the time stated on the order. If, for any reasons whatsoever, including conditions beyond the control of Contractor, completion is not timely, the University reserves the right to obtain the goods or services elsewhere and to charge Contractor with any loss incurred as a result thereof or, as its option, to cancel the order.

ETHICS ACT: By accepting this order, Contractor certifies that it is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150.

EQUAL OPPORTUNITY: The University is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or veteran status. The Contractor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status.

EXCESS QUANTITY: Any materials shipped in excess of the quantity specified in the order may, at the University's option, be returned to the Contractor at Contractor's expense. The University will not be obligated to pay for services or labor provided in excess of that specified in the order.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA): Contractor warrants that it will not make available or distribute any student education records it receives from the University in violation of the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. section 1232g. Contractor agrees to limit access to records provided by the University to its employees with a legitimate need to know in order for the seller to fulfill its obligations under this agreement. Contractor warrants that it has procedures in place to prevent unauthorized access to data provided by the University, and the procedures will be documented and available to the University upon request. Contractor will notify the University immediately in the event of a security breach that could or does impact the University records or data. Contractor agrees that University data will not be shared or sold to third parties without prior written authorization from the University. Contractor agrees to notify the University immediately if it receives a subpoena, court order or other request for University data so the University can take appropriate action if needed.

HOLD HARMLESS: The University, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the University or failure of the University to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's proposal.

IMPORTED GOODS: Whenever Contractor acts as the University's agent in importing goods from other countries, the Contractor agrees to show on its invoices the amount of any customs or import duties paid to the United States government as a separate item.

INSPECT/REJECT: The University reserves the right to inspect any equipment offered or completed service and to reject equipment or service if it is not acceptable as determined by the University.

INVOICE ITEMIZATION: All transportation, insurance, crating and/or packing charges are to be entered as separate items on Contractor’s invoice, unless goods are sold F.O.B. destination or such charges are included in Contractor’s price.

LICENSES AND PERMITS: 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 the order. Note: The University campus is
located within the city limits of Conway, South Carolina. Questions regarding business license requirements should be directed to City of Conway, Business License Office, 1000 2nd Ave., Conway SC 29526, telephone 843-488-7631, fax 843-248-1718.

MATERIAL AND WORKMANSHIP: 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.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the University to indemnify anyone.

ORDER: Contractor shall not provide any goods or services prior to the receipt of an official order from the University. The University may order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

PURCHASING CARD: Contractor agrees to accept payment by the University Purchasing Card for no extra charge. The University Purchasing Card is issued by Visa through a statewide program offered to state agencies which allows agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

PUBLICITY: The Contractor shall not publish any comments or quotes made by University employees, or include the University in news releases, published client lists, or other such media, without the prior written approval of Procurement Services and University Communication.

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping dock of the University’s designated receiving site, or other location, as may be specified on the order.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: For orders involving payment and performance obligations beyond one fiscal period, such payments 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 order or 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.

WAIVER (JANUARY 2006): The University 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 University’s rights under this Contract. Any waiver must be in writing.

WARRANTIES: In addition to any expressed or implied warranties provided by applicable law, the Contractor hereby represents and warrants that the goods delivered or services performed on this order will be in accordance with the University’s specifications, drawings, or samples, if such were submitted, and if any goods or workmanship proves defective within one year from delivery or completion, or is not in accordance with specifications, drawings or samples, the University may cancel this order or contract and return this order or correct the defective goods or work at Contractor’s expense. The foregoing representations and warranties shall survive acceptance of the goods or services.

VII. TERMS AND CONDITIONS – B. SPECIAL –

CHANGES (JANUARY 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.

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

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

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

DEFAULT (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.

**DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES – (JANUARY 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 by Contractor.
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.

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

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

**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 - THIRD PARTY CLAIMS (NOV 2011):** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties’ agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, “Indemnitees” means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

**INTELLECTUAL PROPERTY INFRINGEMENT (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.

NOTICE (JANUARY 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.

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

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

PRICE ADJUSTMENTS (JANUARY 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.

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

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

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

RELATIONSHIP OF THE PARTIES (JANUARY 2006): Neither party is an employee, agent, partner, or joint venture 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.

SETOFF (JANUARY 2006): the state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JANUARY 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.

TAXES (JANUARY 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.

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JANUARY 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 year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – OPTION TO RENEW (JANUARY 2006):** At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the 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.

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR:** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least one hundred twenty (120) days prior to the expiration of the then current term.

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

**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.

THIRD PARTY BENEFICIARY (JANUARY 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.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL --

This section is not applicable. See Section IV. INFORMATION FOR OFFERORS TO SUBMIT – Business Proposal.

IX. ATTACHMENTS TO SOLICITATION

CERTIFICATION OF MINORITY PARTICIPATION AND/OR OFFSHORE CONTRACTING (if applicable)

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
CERTIFICATION OF MINORITY PARTICIPATION AND/OR OFFSHORE CONTRACTING (if applicable)

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

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

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org)

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: [http://www.sctax.org/Forms+and+Instructions/withholding/default.htm](http://www.sctax.org/Forms+and+Instructions/withholding/default.htm) [09-9005-1]