**Invitation for Bid**

<table>
<thead>
<tr>
<th>Solicitation Number</th>
<th>May 21, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Issued</td>
<td>Wanda B. Lewis</td>
</tr>
<tr>
<td>Procurement Officer</td>
<td>(843) 349-2162</td>
</tr>
<tr>
<td>Phone</td>
<td><a href="mailto:wlewis@coastal.edu">wlewis@coastal.edu</a></td>
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</table>

**DESCRIPTION:** Provide student loan billing, accounting service, and due diligence support for Perkins Student Loan

**USING GOVERNMENTAL UNIT:** Coastal Carolina University

**SUBMIT OFFER BY (Opening Date/Time):** June 16, 2014 / 2:00 PM

**QUESTIONS MUST BE RECEIVED BY:** June 3, 2014 / 5:00 PM

**NUMBER OF COPIES TO BE SUBMITTED:** One (1) original and one (1) copy (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:**

**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:** NA

**DATE & TIME:** (EST)

As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions

**LOCATION:** NA

**AWARD & AMENDMENTS:**

Award will be posted on June 20, 2014. The award, this solicitation, and any amendments will be posted at the following web address: [http://www.coastal.edu/procurement/currentsolicitations.html](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:**

(Click 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.**

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CCU (rev. April 2014) Solicitation IFB140512WBL
<table>
<thead>
<tr>
<th>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</th>
<th>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See &quot;Notice&quot; clause)</th>
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<tr>
<td>Area Code</td>
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<td>E-mail Address</td>
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<tr>
<th>PAYMENT ADDRESS (Address to which payments will be sent.) (See &quot;Payment&quot; clause)</th>
<th>ORDER ADDRESS (Address to which purchase orders will be sent) (See &quot;Purchase Orders&quot; and &quot;Contract Documents&quot; clauses)</th>
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<tbody>
<tr>
<td>□ Payment Address same as Home Office Address</td>
<td>□ Order Address same as Home Office Address (check only one)</td>
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<tr>
<td>□ Payment Address same as Notice Address</td>
<td>□ Order Address same as Notice Address (check only one)</td>
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<tr>
<th>ACKNOWLEDGMENT OF AMENDMENTS</th>
<th>Amend. #</th>
<th>Amend. Issue Date</th>
<th>Amend. #</th>
<th>Amend. Issue Date</th>
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<th>Amend. Issue Date</th>
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<th>Amend. Issue Date</th>
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<tr>
<td>Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.</td>
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<td>See &quot;Amendments to Solicitation&quot; Provision</td>
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<tr>
<th>DISCOUNT FOR PROMPT PAYMENT</th>
<th>10 Calendar Days (%)</th>
<th>20 Calendar Days (%)</th>
<th>30 Calendar Days (%)</th>
<th>_____Calendar Days (%)</th>
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<tr>
<td>See &quot;Discount for Prompt Payment&quot; clause</td>
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

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

□ In-State Office Address same as Home Office Address
□ In-State Office Address same as Notice Address (check only one)
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.
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 student loan billing, accounting services, and due diligence support for Perkins Student Loan program.

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): Contract Start Date July 1, 2014 to Contract End Date June 30, 2019. 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 Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [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 statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

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

CODE OF LAWS AVAILABLE (JAN 2006)
The South Carolina Code of Laws, including the Consolidated Procurement Code, is available

**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-A045-1]

**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-A050-1]

**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-A065-1]

**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-A070-1]

**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-A075-2]

**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-A080-1]

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

STATE OFFICE CLOSINGS (JAN 2004)If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: 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 conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]
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. [02-2A130-1]

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 Assistance (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

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. [02-2A140-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)
Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

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
DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror’s name on the cover of any specifications or descriptive literature submitted with your offer.

DISCUSSIONS WITH BIDDERS (JAN 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation’s requirements. Any discussions will be documented in writing and shall be included with the bid.

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.

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

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder’s total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but...
the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

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

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

III. SCOPE OF WORK / SPECIFICATIONS –
Coastal Carolina University seeks a source to provide student loan billing, accounting service, and due diligence support for its Perkins Student Loan programs in accordance with all requirements stated herein.

University Information:
Coastal Carolina 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 65 areas of study toward the baccalaureate degree and seven master's degree programs in accountancy, business administration, education, marine and wetland studies, and writing. Ten new undergraduate degree programs include biochemistry, economics, graphic design, information systems, intelligence and national security, musical theatre, theatre arts, as well as criminology, health and aging, and social justice tracks in sociology. The University will begin 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 120 student clubs and organizations.

The University comprises 101 main buildings on 630 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 1,062-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.

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

Coastal Carolina University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award the baccalaureate, master's and doctoral degree.
SPECIFICATIONS:

A. Background Information:
   1. Loan Statistics as of December 31, 2013: Coastal Carolina University (University) had:
      a. 273 campus-based borrowers owing $660,583.51 in repayment status;
      b. 264 borrowers owing $516,918.35 not in repayment status (i.e. student status, grace
         period status, etc.); and
      c. 2,058 retired accounts having original loans of $4,385,360.34.
      d. Federal Loan Programs: The University currently participates in the Perkins federal loan program.
   2. Government Relations Specialist: Historically, the University has required assistance from the student
      loan billing servicer’s Government Relations Specialist on a quarterly basis; however, the University
      reserves the right to request assistance on a more or less frequent basis.
   3. Current Service Provider: The requested student loan billing services are currently provided and
      managed by a third-party contractor – University Accounting Service, LLC (Outsourcing Solutions).

B. General Requirements:
   At a minimum, the Contractor shall:

   1. Provide Student Loan Billing Services as follows:
      a. Provide / perform:
         (1) All labor, supervision, equipment, materials, supplies and incidentals, etc., (as
             applicable) necessary to provide / perform student loan billing services, to include,
             but not limited to:
             (a) Conversion;
             (b) Billing;
             (c) Cash Collection;
             (d) Accounting / account maintenance; and
             (e) Due diligence support.
         (2) All phases of the student loan billing services in full compliance with regulations and
             guidelines established by the:
             (a) Department of Education;
             (b) Department of Health and Human Services;
             (c) Fair Debt Collection Practice Act (P.L. 95-109); and all
             (d) Applicable federal and state regulations and guidelines.
             (e) Title II of the National Defense Education Act of 1958 (as amended).
             (f) Title VI and VII of the Public Health Act
             (g) SC Code of Laws 1976 Title 37
             (h) Consumer Protection Code
             (i) Consumer Credit Protection Act
             (j) Higher Education Act of 1965
             (k) Title IV and all provisions to these Acts
             (l) Supplementary guidelines as provided by the Department of Education &
                 Federal programs added by the Federal Government.
         (3) Billing, accounting / account maintenance, billing, cash collection and reporting on a regular
             basis.
   2. Provide / perform student loan billing services for, but not limited to, Perkins loans.
   3. Administration:
      a. Provide the University with all of the Contractor’s records and files pertaining to student
         loan accounts when required by federal, state and University auditors.
b. Report University loan accounts to a national credit bureau organization, as required by federal regulations; and respond to credit disputes filed by the borrower.

c. Retain all of the Contractor’s records and files pertaining to student loan accounts for seven (7) years upon expiration or termination of the contract resulting from this IFB.

Note: The University reserves the right to audit, or cause to be audited, the Contractor's books and accounts with the University, at any time during the term of the contract resulting from this IFB, and for seven (7) years upon expiration or termination of the contract resulting from this IFB.

C. Conversion Requirements:
Note: For the purposes of this IFB, the term “Conversion” should be defined as the transfer of account servicing information (i.e. historical and current billing and payment information) from the current (outgoing) Contractor to the new (incoming) Contractor awarded a contract as a result of this IFB.

In the event of a conversion:

1. Current (Outgoing) Contractor:

At a minimum, the Contractor shall:

a. Freeze all account histories effective with the date of conversion of the accounts to the new (incoming) Contractor, for a period of thirty (30) days; and

b. Allow the University access to those frozen account histories during that thirty (30) day period via the current (outgoing) Contractor's online system.

c. Provide to new (incoming) Contractor a computer file of all account histories, as of the conversion date, at no additional cost to the University.

2. New (Incoming) Contractor:

At a minimum, the Contractor shall:

a. Provide initial training of University staff during the conversion period;

b. Provide / perform all data processing support required to create a computer file as of the conversion date, at no additional cost to the University;

c. Prepare an audit of the accounts;

d. Prepare a formal reconciliation of the accounts upon completion of the conversion;

e. Issue a letter to each borrower during the conversion period that:
   (1) Documents the status of the borrower’s account; and
   (2) Notifies the borrower of the change in billing services;

f. Issue a letter to each borrower that documents the status of the borrower’s account based upon the newly created records within ten (10) days of conversion completion; and

g. Complete the conversion within thirty (30) days from the effective date of the contract resulting from this IFB.

D. Billing Requirements:

At a minimum, the Contractor shall provide the following services:
1. Automatically move an account from ‘enrolled’ status to a ‘grace period’ status.

2. Collection / Returned Check / Late Fees:
   a. Add collection cost to borrower account.
   b. Add returned check fees to the costs billed to the borrowers with corresponding charges added to the University’s bill for services rendered by the Contractor.
   c. Allow the University to assess collection / returned check / late fees automatically or manually.

3. Billing Cycles:
   Offer billing cycle options, to include quarterly and monthly installments.

   Note: The first billing statement sent to each borrower will be sent to be received thirty (30) days before the due date of the first payment. Subsequent bills will be mailed to be received at least ten (10) days before each due date.

4. Statements:
   a. Include a complete summary of the loan, documenting the:
      (1) Borrower’s Name;
      (2) Account Number;
      (3) Loan being billed;
      (4) Date payment is due;
      (5) To whom check is payable and where it should be sent;
      (6) Loan summary:
         a. amount borrowed;
         b. principal & interest paid;
         c. interest paid during previous calendar year;
         d. current year-to-date interest;
         e. last payment date;
         f. total payoff amount.
   b. Have the ability to include special messages on the statement.
   c. Generate consolidated statements for borrowers with multiple types of loans, that include a payment due column and a cumulative total column.

5. Forms / Correspondence:
   a. Process in a timely manner;
   b. Maintain after processing; and
   c. Provide copies (upon request) to the University at no additional cost, all:
      (1) Deferment;
      (2) Forbearance;
      (3) Postponement; and
      (4) Cancellation forms.
   d. Produce IRS form 1098E for borrowers, which meet the requirements of the Taxpayer Relief Act of 1997.
   e. Forward all correspondence involving a University borrower bankruptcy to the University on a monthly basis.

6. Notices:
   a. Issue all past due notices in compliance with federal regulations:
      Contractor shall contact the borrower three times, as follows, before payment is due during the grace period:
      (1) 90 days into the grace period the borrower is sent an introductory letter and a
Disclosure of Finance Charges;
(2) A notice before the first bill that account is about to go into repayment.
(3) The first bill.

b. Contact During Repayment:
(1) Borrowers shall receive monthly billing statements during repayment and periodic
statements while in deferred status. If payment is not made or appropriate request for
deferment is not submitted by the borrower when due, the Contractor initiates the following:
  a. 15 days – First past due notice;
  b. 45 days – Second part due notice;
  c. 60 days – Final Demand (Perkins), mailgram (HPSL/NSL/Private);
  d. 75 days – Final Demand (HPSL/NSL/Private);
  e. Skip-tracing activities shall be performed as available through the IRS.

c. Inform borrowers of the availability of the Department of Education’s Student
Loan Ombudsman’s Office.

d. Provide the information required to the National Student Loan Data System for
Perkins loans;

e. Perform proper reporting to the IRS.

7. Contact Information:
   a. Provide borrowers with the appropriate contact information during the grace periods, in
      accordance with applicable regulations.

   b. Provide a toll free telephone number for borrowers and for the University; the toll free number(s)
      should be displayed on all:
         (1) Billing statements;
         (2) Due diligence notices; and all
         (3) Other borrower correspondence.

E. Payment Requirements:
   At a minimum, the Contractor shall:

1. Provide exit interview materials and payment/repayment schedules necessary to transfer, submit or adjust
loan accounts.

2. Offer borrowers payment options, to include:
   a. Coupon payment books; electronic debiting of a credit card; and monthly billing statements.

   b. Accept advance payments for the next installment (e.g. borrowers may elect to pay the next
      installment in advance, with the current installment); or make an additional payment to be
      applied to the loan principal.

   c. Accommodate special payment arrangements with borrowers, including arrangements
      made in accordance with rehabilitation provisions.

3. Provide Payment Processing:
   a. Apply payments for collection costs and late charges before applying payments to the
      principal and interest.

   b. Process payments for borrowers who opt to pay in advance; and:
      (1) Apply the advance installment payment to the loan principal; and
      (2) Advance the payment due date to a future date, so that the borrower pays less
          interest.

   c. Automatically prorate borrower payments across multiple programs and loan types.
F. Cash Collection Requirements:
At a minimum, the Contractor shall:

1. Deposit funds received from borrowers:
   a. Into a local bank selected by the University.
   b. In an account established in the University's name.
   c. Using the Automated Clearinghouse (ACH).

2. Deposit funds into the University’s bank account on a daily basis.

Note: All interest accrued shall be the property of the University’s loan funds and shall be paid to the University by check on a monthly basis.

G. Report Requirements:
At a minimum, the Contractor shall provide the following:

1. Report Types / Information / Frequency:
   a. Standard Reports:
      (1) Provide the University with the following, but not limited to, types of reports types that contain the following information, at the frequency listed:

         (a) Accounting / Reconciliation Reports that include a:
             (i) List of transactions and adjustments processed (Monthly);
             (ii) Cash listing showing detail of deposits (Monthly);
             (iii) Reconciliation of cash and related general ledger entries (Monthly);
             (iv) List of general ledger entries in Debit/Credit format (Monthly);
             (v) List of new loans and disbursements posted (Monthly); and a
             (vi) List of new loans and disbursements not posted (Weekly).

         (b) Program Maintenance Reports that include a / an:
             (i) List of all borrowers included in the current year cohort and a list of borrowers who may be included in the next cohort year (Monthly);
             (ii) Inventory of borrowers scheduled to graduate (Quarterly);
             (iii) Inventory of borrowers who are in school or are within their grace period (Quarterly);
             (iv) Inventory of borrowers who are in repayment (Monthly);
             (v) Cross-reference list with names and account numbers (Quarterly);
             (vi) List of addresses for borrowers whose mail was returned (Monthly);
             (vii) List of changed:
                - names;
                - addresses; and
                - telephone numbers (Monthly);
             (viii) List of loans paid in full, including:
                - a comment to indicate how the loan was paid (e.g. payment, cancellation, etc.); and
                - information sufficient to audit the accounts (Monthly); and a
(ix) List of accounts for which billing has been suspended, including the reason for suspension (Quarterly).

(c) Delinquency Reports that include a/an:
   (i) List of delinquent loans, categorized by number of days past due (Monthly);
       Note: the University will select the range of days past due for each category.
   (ii) Report of borrowers with whom the University has made special payment arrangements or who have received hardship deferments (Monthly); and
   (iii) an Inventory of loans assigned to the U.S. Department of Education, including monetary information necessary to reconcile the loan with the general ledger and the federal report (Monthly).

(d) Collection Reports that include a/an:
   (i) Inventory of accounts assigned to each collection agency utilized by the University and to each University staff collector (Quarterly);
   (ii) List of accounts assigned to each collection agency or University staff collector during the reporting period (Monthly);
   (iii) Report of payments sent to the Contractor by borrowers who are assigned to a collection agency or to a University staff collector – (Monthly); and a
   (iv) Report documenting the success rates of each collection agency used by the University (Monthly).

(e) Program Management Reports that include a/an:
   (i) Fiscal Operations Report in the format required by the Federal Perkins Loan Program, to include a list of accounts included in Part III, Section C (Semi-Annually); and a
   (ii) Program summary report that provides the University with sufficient statistical data to monitor the status of the loan program, (e.g. number of loans / borrowers, total dollars loaned and due, etc. – Monthly).

(f) Independent Audit Report (Annually):
   Note: The Contractor should conduct annual audits in accordance with generally accepted auditing standards and applicable federal rules and regulations (at no extra charge to the University), and the Contractor shall provide a copy of its independent audit report to the University annually.

b. Optional Reports:
   (1) Provide the University, upon request by the University, with the following, but not limited to, types of reports that contain the subsequent information, at the frequency requested:

      (a) Accounting/Reconciliation Reports that include a list of loans with disbursements in the current award year (Quarterly).

      (b) Program Maintenance Reports that include a:
          (i) Cumulative list of borrowers for whom the contractor does not have any good address (Quarterly);
          (ii) Cumulative list of loans with a credit balance (Quarterly);
          (iii) List of the interest paid by borrowers during the calendar year (Annually); and a
(iv) List of loans with small balances (Monthly).

Note: the University will establish the benchmark for the balance amount.

(c) Delinquency Reports that include a list of borrowers who become delinquent during the month, based on criteria established by the University (e.g. number of days past due; Monthly).

(d) Program Management Reports that include a summary report of activity on delinquent accounts and on accounts assigned to collection agencies and to University staff collectors.

2. Report Generation / Submission:

Consolidate loans from multiple loan programs into a single report; and maintain the identity of each loan.

3. Group loans assigned to each assigned collection agency and to each University staff collector, using an alphabetical range based upon the borrower’s last name, or a numerical range based upon the borrower’s account number.

(1) Data:

(a) Allow the University to:

(i) Determine the sort sequence for each report, to include, but not limited to:

- alphabetic;
- numeric options;
- dates of delinquency; and
- level of delinquency.

(ii) Select multiple sort options for the same report; and

(iii) Determine the production frequency for each report (i.e. daily, weekly, monthly, quarterly, semi-annually, or annually).

H. Electronic / Online Database / Website Requirements:

At minimum, the Contractor / Contractor’s system shall provide:

1. Electronic Services:

a. Accept and interpret electronic:

(1) Files provided by the University; the Contractor and the University should mutually agree upon the format and the specific information to be included on each file.

(2) Transmissions of reports / report data from the University via downloads and CDRom.

2. Online Database:

a. Be a real-time system that includes the following, but not limited to, features /capabilities / data:

(1) Federal Regulations:

(a) Ensure that all of the University’s federal loans are processed in compliance with all federal regulations.

(2) Security:

(a) Include a hierarchy of security.

(b) Protect the integrity of the University’s data.

(c) Perform routine data backup and storage.
(3) Availability 24 x 7.

(4) Access:
   (a) Enable access to borrower Information by the borrower’s:
      (i) Social security number;
      (ii) Partial name; and by
      (iii) Previous name stored in the Contractor’s system (if applicable).
   (b) Allow access by collection agencies utilized by the University;

(5) Loan Data:
   (a) Include a complete chronological history of the activity of each loan amount.
   (b) Accept updates from the University for the following, but not limited to, types of data:
      (i) New loan/loan advances;
      (ii) Separation date changes;
      (iii) Name/address changes;
      (iv) Loan number/social security number changes;
      (v) Repayment schedule requests;
      (vi) General file maintenance;
      (vii) Special messages;
      (viii) Judgment date;
      (ix) Payment posting; and
      (x) Renegotiated payment arrangements; etc.

Note: The Contractor shall also accept these data updates from the University in a manual format.

(c) Backdated Data:
   (i) Automatically process backdated date without requiring a manual review or calculation to determine which data elements need to be changed by backdating processing;

   (ii) Review all transactions on the loan and ensure that the backdated change does not adversely affect the loan in terms of its audit trail and compliance; and

   (iii) Automatically reprocess prior activity on the account when posting backdated activity, to include, but not limited to:
          - cancellations;
          - payments;
          - deferments; and
          - special payment arrangements, etc.

   (d) Maintain the image of the loan at the time of conversion; and allow transactions to be processed on activity prior to conversion.

   (e) Update on a daily basis.

(f) All access and conversion for on-line data base at multiple workstations through the University’s mainframe and/or personal computers.
(6) Billing / Payment Processing Data:

(a) Include an option to print exit interview / repayment schedule disclosures on-site (at the University).

(b) Borrower Addresses:

(i) Accept at least three (3) addresses and three (3) telephone numbers for the borrower;

(ii) Store reference addresses (that are readily accessible in an "address" screen; i.e. do not have to be added as a comment to a "notes or history" screen); and provide the option of exclusive billing addresses;

(iii) Use the U. S. Postal Service’s "Address Correction Requested" via a regular monthly electronic interface developed with the U.S. Postal Service to receive electronic updates of address information; and

(iv) Automatically include the "plus four" digits for all domestic zip code addresses.

(c) Allow the University to increase the returned check fees charged to borrowers.

(d) Interest / Loan Amounts:

(i) Accrue interest on a daily basis; and

(ii) Capitalize the loan amount (e.g. interest, collection costs and legal fees) resulting from judgments.

(7) Collection Accounts:

(a) Identify loans placed with collection agencies utilized by the University or placed with a University staff collector.

(b) Interface with the collection agencies utilized by the University, to include advising the agencies, on a daily and weekly basis, of:

(i) New placements;

(ii) Payments received by the Contractor for collection accounts; and the

(iii) Collection agency’s success rates.

(8) Reports:

(a) Make all reports available for:

(i) Viewing;

(ii) Downloading; and

(iii) Printing.

(b) Make all reports available for viewing / downloading / printing the next (as applicable):

(i) Business day;

(ii) Week-end; and

(iii) Month-end.

3. Website Services shall:

a. Enable borrowers to manage their student loan(s) online, to include, but not limited to, the ability to:
(1) Download forms;
(2) Find contact information;
(3) Register for a username and password for direct access to their account(s);
(4) View payment due dates and amounts;
(5) Review interest paid;
(6) Review and see:
   (a) Payment;
   (b) Forbearance;
   (c) Cancellation; and
   (d) Deferment histories;
(7) Update their address;
(8) Calculate future payoff amounts; and
(9) Make payments online.

b. Provide exit-counseling services.

c. Accept electronic signatures for Perkins.

I. Training / Support Requirements:

At a minimum, the Contractor shall, at no additional cost to the University perform the following:

1. Training Services:
   a. Initial Training:
      (1) Provide / perform initial on-site (at the University) training for at least five (5) University employees.
      (2) Provide, if necessary, additional on-site training at a cost to be mutually agreed upon.

   b. Provide / perform follow-up on-site (at the University) training as mutually agreed upon between the Contractor and the University for those five (5) University employees who received the initial training.

2. Provide toll-free telephone support service that is available Monday through Friday, 8:00 AM – 6:00 PM EST.

J. Contractor / Contractor Personnel Requirements:

All material developed or acquired by the Contractor as a result of work under a contract resulting from this IFB shall become the property of the University. No material or reports prepared by the Contractor shall be released to the public without prior written consent of the University.

1. Contractor Requirements:
   At a minimum, the Contractor shall be bonded for the average dollar amount of the loans collected over a two (2) month period (minimum of $500,000.00); the Contractor must provide a Certificate of Insurance to the University upon award of the contract.

2. Contractor Personnel Requirements:
   a. The Contractor shall assign a designated Business Account Manager and Government Relations Specialist for the University:
(1) Business Account Manager - The Business Account Manager must assist the University with resolving problems (e.g., invoices, renewals, etc.).
(2) Government Relations Specialist – The Government Relations Specialist must assist the University with regulatory questions, as needed by the University.
(3) The Business Account Manager and Government Relations Specialist must be accessible via:
   (a) Toll-free telephone number; and
   (b) E-mail.
(4) The Contractor shall provide the University with the Business Account Manager’s
   (a) Name;
   (b) Toll-free telephone number;
   (c) E-mail address; and
   (d) Hours of availability EST.
In the event there are any changes to the Business Account Manager’s or Government Relations Specialist’s contact information, the Contractor must provide the University with the updated information by the time the changes are effective.

b. All Contractor personnel must conduct themselves, and represent the University, in a professional and positive manner, during all deliberations and dealings with borrowers.

c. Statement of Confidentiality:

   (1) The Contractor’s personnel may have access to confidential information regarding employees, students, patients, or the public, or to proprietary or other confidential business information belonging to the University. The University and its employees, students, patients, or others may suffer irreparable harm by disclosure of confidential or proprietary information and the University may seek legal remedies available to it should such disclosure occur. The Contractor’s personnel shall not:
   
   (a) Access data that is unrelated to their job duties at the University;
   (b) Disclose to any other person, or allow any other person access to, any information related to the University that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic email messages, voice mail communication, written documentation, “loaning” computer access codes, and/or other transmission or sharing of data.

   (2) Gramm-Leach-Bliley Act:
   The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

See Bidding Schedule located in Section VIII.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.
IV. INFORMATION FOR OFFERORS TO SUBMIT

See page 3 of this solicitation.

SUBMITTING REDACTED OFFERS (FEB 2007):
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.

SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business’ name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

VI. AWARD CRITERIA–

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

CALCULATING THE LOW BID – Evaluation will be based on the grand total of the following criteria:

1. National Student Clearinghouse Interface monthly fee
2. Monthly Servicing Fees: Total Fixed Unit Price:
   a. Grace
   b. Deferred
   c. Repayment (Current)
   d. Repayment (Past Due)

VII. TERMS AND CONDITIONS – A. GENERAL

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

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

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (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.

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

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

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

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.

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.

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

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.

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.

**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.

**UNIVERSITY POLICIES:** The seller agrees to comply with all other applicable University policies as provided through this web site: [http://www.coastal.edu/policies/](http://www.coastal.edu/policies/)

**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.

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

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

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

   “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, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

(h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
CONTRACTOR PERSONNEL (JANUARY 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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.

ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at www.procurement.sc.gov)

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

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 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 related damages, settlement payments, attorneys’ fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving a 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) Contractors 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.

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

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.

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 “All Items” (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), “all items” 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.

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.

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

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 (JANUARY 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

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

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.
VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL –.

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document:

Offerors shall submit pricing on “ATTACHMENT B”, the “PRICING SCHEDULE”.

NOTE: South Carolina sales tax will not be paid on freight.
IX. ATTACHMENTS TO SOLICITATION

CERTIFICATION OF MINORITY PARTICIPATION AND/OR OFFSHORE CONTRACTING (if applicable)
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
ATTACHMENT A – PERKINS LOAN PROGRAM SUMMARY
ATTACHMENT B – PRICING SCHEDULE
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

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 [09-9005-1]
## LOANS NOT IN REPAYMENT STATUS:

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## LOANS IN REPAYMENT STATUS:

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## LOANS RETIRED (CUMULATIVE):

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<td>$4,385,360.34</td>
<td>$235.11</td>
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ATTACHMENT B
PRICING SCHEDULE

1. Student Loan Billing Services:
Offerors shall identify all costs / fees (total fixed prices) associated with performing / providing the Student Loan Billing Services specified in Section III the “SCOPE OF WORK/SPECIFICATIONS,” to include all applicable inside delivery (e.g. freight, transportation) charges, FOB destination, in the following format:

A. Monthly Servicing Fees: Total Fixed Unit Price:
   Borrower Status:
   1. In-School                      $______________
   2. Grace                           $______________
   3. Deferred                        $______________
   4. Repayment (Current):
      a. Monthly frequency            $______________
      b. Quarterly frequency          $______________
      c. Semi-annual frequency        $______________
   5. Repayment (Past Due):
      a. In collection                $______________
      b. Assignment                   $______________
      c. Default:
         (1) 1st Overdue Notice        $______________
         (2) 2nd Overdue Notice        $______________
         (3) Final Demand Notice      $______________
         (4) 90-Day Telephone Call    $______________
   6. Paid in Full                   $______________

B. Due Diligence Services: Total Fixed Unit Price:
   Type:
   1. Mailgram                       $______________
   2. Telephone Call                 $______________
   3. Credit Bureau Reporting        $______________
   4. Exit Interview Repayment Schedule $______________
   5. Additional Due Diligence Services $______________
   6. History/Profile of Accounts    $______________
C. Skiptracing Services: Total Fixed Unit Price:
   Type:
   1. I.R.S. $______________
   2. D.M.V. $______________
   3. Other $______________

D. Banking Services: Total Fixed Unit Price:
   Type:
   1. ACH Transfers $______________
   2. Wire Transfers $______________
   3. Interest Bearing Checking Account $______________

E. Reports:
   Type:
   1. Total Fixed Unit Price:
      a. Electronic (Online) $______________
      b. CD-Rom $______________
   2. Customized Reports:
      Offerors shall identify all costs / fees (total fixed prices) associated with performing / providing the Student Loan Billing Services specified in Section III the “SCOPE OF WORK/SPECIFICATIONS,” subsection G, “Report Requirements, item “b” (1) (a, b, c, d,) to include all applicable costs; additional reports may be submitted on a separate attachment:
      a. Accounting/Reconcilement Reports $______________
      b. Program Maintenance Reports $______________
      c. Delinquency Reports $______________

F. Electronic / Online Database / Website Services:
   Offerors shall identify all costs / fees (total fixed prices) associated with performing / providing the Student Loan Billing Services specified in Section III the “SCOPE OF WORK/SPECIFICATIONS,” subsection H, “Electronic/Online Database/Website Requirements”, items “1, 2, and 3” to include all applicable costs; additional reports may be submitted on a separate attachment:
   a. Electronic Services $______________
   b. Online Database $______________
   c. Website Services $______________

G. Miscellaneous Fees:
   a. National Student Clearinghouse Interface $______________
H. Other Fees:
Are there any other costs / fees associated with performing / providing the Student Loan Billing Services specified in Section III the “SCOPE OF WORK/SPECIFICATIONS,” that are not identified in “ATTACHMENT B,” the “PRICING SCHEDULE”?
   Yes_____ No_____
   If “Yes”:

Offerors shall identify all other costs / fees (total fixed prices / total fixed unit prices, as applicable) associated with performing / providing the Student Loan Billing Services specified in Section III the “SCOPE OF WORK/SPECIFICATIONS,” to include all applicable inside delivery (e.g. freight, transportation) charges, FOB destination, that are not identified in “ATTACHMENT B,” the “PRICING SCHEDULE.”

Note: Offerors may submit pricing on a separate attachment.

3. Other Student Loan Administration Services / Support Services / Client -Student Training / Software:
Offerors shall identify all costs / fees (total fixed prices / total fixed unit prices, as applicable) associated with performing / providing the “Other Student Loan Administration Services / Support Services / Client -Student Training / Software” identified in response to Section III the “SCOPE OF WORK/SPECIFICATIONS.”

Note: Offerors may submit pricing on a separate attachment.