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## Solicitation Outline

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### I. Scope of Solicitation

**ACQUIRE SERVICES (S.01.06):** The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

**MAXIMUM CONTRACT PERIOD – ESTIMATED (S.01.06):** 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. General Instructions to Offerors

**DEFINITIONS (C.11.12):** The following definitions are applicable to all parts of this solicitation, unless otherwise noted. More information may be found at the [NIGP Dictionary of Procurement Terms](#)

**Amendment** – A document issued to supplement the original solicitation document

**Board** – The South Carolina Budget and Control Board

**Change Order** – 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** – A legally binding agreement between parties, enforceable by law. See clause entitled “Contract Documents & Order of Precedence.”

**Contract Modification** – A written order signed by the Procurement Officer, directing the contractor to make changes to the scope of the contract without the consent of the contractor. See clause entitled “Changes”.

**Contractor** – The Offeror receiving an award as a result of this solicitation

**Offer** – The bid or proposal submitted in response this solicitation. The terms “Bid” and “Proposal” are used interchangeably with “Offer.”

**Offeror** – 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** – The College of Charleston

**Procurement Officer** – The person, or his/her successor, identified as such in the “Event Details” tab under “Bid Contact Information”

**Solicitation** – An invitation or request used to obtain bids, proposals or quotes for the purpose of entering into a contract. The solicitation consists of this document, specifications, attachments and any amendments.

**Specifications** – A precise description of the physical or functional characteristics of the supplies, equipment and/or services requested in this solicitation. Specifications for this particular solicitation are published in a separate document under the “Attachments” Tab.

**State** – The State of South Carolina

**Subcontractor** – Any person and/or business having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation

**Work** – All labor, materials, equipment and services to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract

**You and Your** – Offeror

**eBID SOURCING SYSTEM (C.11.12):** The following definitions will be helpful in navigating the College of Charleston automated procurement system for submitting offers electronically (preferred) or downloading documents for paper submittal (acceptable).

**Activities Tab** – Contains information regarding all mandatory and non-mandatory activities occurring before the closing of the solicitation. Examples include, but are not limited to pre-bid conferences, presentations, site visits and deadlines for submittal of questions.

**Attachments Tab** – Contains this document, specifications, addenda, notices, appendices and any attachments relevant to this solicitation

**Attributes Tab** – A series of questions and checklists that all Offerors must review and acknowledge/answer to indicate full comprehension of the scope of solicitation as well as determine responsiveness, responsibility and preference consideration.

**Bid Events and Auction Events Tabs** – Become aware of any events in your profession that may be of interest to you or someone you know.

**Documents Icon** – Contains an Invitation Document for downloading/printing to manually submit a paper bid.

**Event Details Tab** – Contains bid information such as bid type, issue/closing dates/times, bid status, bid notes, Procurement Officer and shipping/billing contact information.

**Line Items Tab** – Contains all line items applicable to this solicitation. This is where Offerors enter the dollar amount(s) of their bid(s) as well as any notes pertaining to each line item.

**Response Submission Tab** – Contains the last steps in submitting your Offer. After entering bid amount(s) under the Line Items Tab, you must digitally “sign” and submit your Offer. This tab also permits you to verify/edit your profile information as well as insert notes, if applicable.

**AMENDMENTS (C.11.12):** This Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the [College of Charleston eBid Opportunities](#) web site for the issuance of Amendments. Offerors shall acknowledge receipt of any amendment to this solicitation by checking the appropriate box under the "Attributes" Tab on this eProcure site. If this solicitation is amended, all unmodified terms and conditions remain unchanged.

**AWARD NOTIFICATION (C.11.12):** Notice regarding any award or cancellation of award will be posted on our web page: [College of Charleston eBid Results](#) . If the contract resulting from this Solicitation has a total or potential value in excess of \$50,000.00, notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of \$100,000.00 or more, notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh calendar day after such notice is given.

**BOARD AS PROCUREMENT AGENT (C.04.13):**

- 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 College official authorized to bind the College with regard to this solicitation.
- B. **Purchasing Liability:** The Procurement Officer is an employee of the Board acting on behalf of the College of Charleston pursuant to the SC Consolidated Procurement Code. Any contracts awarded as a result of this solicitation are between the Contractor and the College of Charleston. The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (C.11.12): Giving false, misleading or incomplete information on this certification may render you subject to prosecution under Section 16-9-10 of the SC 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-
    - a. Those prices;
    - b. The intention to submit an offer; or
    - c. 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 – A.3 of this certification
  - 2. 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 – A.3 of this certification [As used in this subdivision B.1, the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal]
  - 3. As an authorized agent, does certify that the principals referenced in subdivision B.1 of this certification have not participated, and will not participate, in any action contrary to paragraphs A.1 – A.3 of this certification; and
  - 4. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs A.1 – 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 (C.11.12):**

- A.
  - 1. By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
    - a. Offeror and/or any of its Principals-
      - (1) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
      - (2) 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
      - (3) 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.a.(2) of this provision.
    - b. 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 paragraph A.1, Offeror 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.

**CODE OF LAWS APPLICABLE (C.11.12):** [SC Code of Laws, including the Consolidated Procurement Code](#) and [SC Code of Regulations](#) .

**COLLEGE OFFICE CLOSINGS (C.11.12):** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the College of Charleston 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 operating processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If the College of Charleston is closed at the time of a pre-bid or pre-proposal conference, an Amendment will be issued to reschedule. Helpful information may be found at [College of Charleston Emergency Information](#)

**COMMUNICATION WITH OFFERORS (C.04.13):** The Procurement Officer at his/her sole discretion may elect to communicate with you after opening to clarify or discuss your offer or the solicitation requirements. Such communications may be conducted only with Offerors who have submitted a responsive offer which conforms in all material aspects to the solicitation. All communications must be documented in writing, included with the offer and may not be used to revise an offer or solicitation.

**COMPLETION OF PROPOSALS / CORRECTION OF ERRORS (C.04.13):**

- A. Preferred Method, for offers submitted electronically (unless otherwise specified under the section "Information for Offerors to Submit"): All technical and cost proposals should be clearly marked / titled, attached separately and electronically on this eProcure site under the "Attachments" tab. Neither the solicitation documents, nor any of its components may be modified by the Offeror.
- B. Alternate Method, for offers submitted on paper (unless otherwise specified under the section "Information for Offerors to Submit"): All technical and cost proposals should be clearly marked / titled, printed in ink or typewritten, and submitted separately. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Neither the solicitation documents, nor any of its components may be modified by the Offeror.

**DEADLINE FOR SUBMISSION OF OFFER (C.11.12):** Any offer received after the deadline stated under the "Event Details" tab, shall be rejected unless the offer has been delivered to and date/time stamped by the College of Charleston Office of Procurement or College of Charleston Mail Services. [R.19-445.2070(H)]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (C.11.12):** 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 College of Charleston 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 (S.01.06):** 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 SC Code of Laws, as amended.

**ETHICS CERTIFICATE (C.11.12):** 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 the [SC Ethics Act](#), Title 8, Chapter 13 of the SC Code of Laws, as amended. The College of Charleston may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If Contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, Contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed. [02-2A075-2]

**ETHICS – RESTRICTIONS APPLICABLE TO OFFERORS (C.11.12):** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC Ethics Act.

- A. After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the employees, agents or officials of the College of Charleston other than 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 present any [gifts](#) to the employees, agents or officials of the College of Charleston that may violate the SC Ethics Act.

**ILLEGAL IMMIGRATION (C.11.12):** By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the SC Code of Laws, [SC Illegal Immigration Reform Act](#) and agree to provide upon request to the College of Charleston 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]

**OPENING OFFERS / PROPOSALS – PRICES NOT DIVULGED (C.04.13):** In competitive sealed Requests for Proposals and Best Value Bids, prices will not be divulged at opening.

**PROPOSAL ACCEPTANCE PERIOD (C.04.13):** In order to withdraw your Offer after the minimum period specified on the "Event Details" tab, you must notify the Procurement Officer in writing.

**PROPOSAL AS OFFER TO CONTRACT (C.04.13):** By submitting your Proposal, you are offering to enter into a contract with the College of Charleston. 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 Supplier Response Document. An Offer may be submitted by only one legal entity. "Joint proposals" are not allowed.

**PROPOSAL CONTENTS (C.04.13):** (See also section entitled "Information for Offerors to Submit")

- A. Offers should be complete and carefully worded and should convey all of the information requested.
- B. Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- C. Each copy of your separate technical and financial proposals should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
- D. If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

**PROPOSE IN ENGLISH AND DOLLARS (C.04.13):** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**PROTESTS (C.11.12):** Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within 15 calendar 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 10 calendar 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. [SC Protest Process Overview](#)

- A. **Protests for Goods and Services Solicitations – CPO - MMO Address (S.06.06):** Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and **submitted in writing** by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov) or by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**PUBLIC OPENING (C.04.13):** Offers will be electronically unsealed and/or publicly opened at the date, time and location identified on the "Event Details" tab, or last Amendment, whichever is applicable.

**QUESTIONS – DUTY TO INQUIRE (C.11.12):** 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 College's attention.

**QUESTIONS FROM OFFERORS (C.11.12):**

- 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 under the "Activities" tab of this solicitation. 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 College of Charleston 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.

**SEND QUESTIONS TO:** College of Charleston  
Office of Procurement  
66 George Street  
Charleston, SC 29424  
Attn: Cynthia Washington  
e-mail: [washingtonc@cofc.edu](mailto:washingtonc@cofc.edu)

The preferred method of receiving questions is via e-mail as a separate word attachment. All questions should be received no later than **March 31, 2014/10:00AM ET.**

**REJECTION / CANCELLATION (C.11.12):** The College of Charleston may cancel this Solicitation in whole or in part. The College of Charleston may reject any or all bids, offers and/or proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

**RESPONSIVENESS / IMPROPER OFFERS (C.11.12):**

- 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 College of Charleston 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 College of Charleston 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 College even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount.

**SIGNING YOUR OFFER (C.11.12):** For electronic submittals, every Offer must be "signed" electronically through this eProcure site by an individual with actual authority to bind the Offeror. Your electronic submittal of an Offer serves as your signature. For paper submittals, every Offer must be signed by an individual with actual authority to bind the Offeror. For both methods of submittal:

- 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, with the signature and title of the person authorized to sign.
- D. An Offer may be submitted by a joint venture 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 – C above for each type of participant.
- E. If an Offer is signed by an agent, other than as stated in paragraphs A – 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.

**SUBMITTING CONFIDENTIAL INFORMATION AND FOIA (C.11.12):** An overview is available at [Submitting Confidential Information and FOIA](#) . For every document Offeror submits in response to or with regard to this solicitation, 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, 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 SC 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 College of Charleston 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

- A. 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"
- B. 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
- C. 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, the College of Charleston, 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.)

**SUBMITTING YOUR OFFER OR MODIFICATION (C.11.12):**

- 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 in the Solicitation.
- 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 – A.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.

**TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (C.11.12):** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a SC state contract. The credit is capped at \$50,000.00 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for the state by the minority subcontractor. 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. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms. For a list of certified minority firms, please consult the [OSMBA Minority Business Directory](#) .

**TAXES – OMIT FROM PRICE (C.11.12):** Do not include any sales or use taxes in your price that the College of Charleston may be required to pay.

**TAXPAYER IDENTIFICATION NUMBER (S.01.06):**

- A. If Offeror is owned or controlled by a common parent as defined in paragraph (2) 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 TIN has been applied for or TIN is not required. If a TIN is not required, indicate whether
1. 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
  2. Offeror is an agency or instrumentality of a state or local government
  3. Offeror is an agency or instrumentality of a foreign government
  4. Offeror is an agency or instrumentality of the Federal Government

**UNIT PRICES REQUIRED (S.01.06):** Unit price to be shown for each item.

**VENDOR REGISTRATION MANDATORY (S.01.06):** You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select "New Vendor Registration." (To determine if your business is already registered, go to "Vendor Search".) Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting "Change Vendor Registration." (Please note that vendor registration does not substitute for any obligation to register with the South Carolina Secretary of State (803-734-2170) or the South Carolina Department of Revenue (803-898-5391 or 803-898-5804).

**WITHDRAWAL OR CORRECTION OF OFFER (C.04.13):** Offers may be withdrawn electronically by clicking the "Retract" icon or by written notice received at any time before the exact time set for opening. A proposal may be withdrawn in person by an Offeror 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 proposal. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. To withdraw your offer after a minimum period specified, you must notify the Procurement Officer in writing.

### III. Special Instructions to Offerors

**CLARIFICATION (S.11.07)** 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 Offeror's who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080]

**CONTENTS OF OFFER (RFP) – SPO (S.01.06)** (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

**DISCUSSIONS and NEGOTIATIONS (S.11.07)** Submit your best terms from a cost or price, and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the College may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the College may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(l)] The College may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the College may elect to disregard the negotiations and accept your original proposal.

**All Offerors desiring to respond to this solicitation, online or not, should register in College of Charleston eProcure system found at <http://ebid.cofc.edu>.**

**ONLINE ELECTRONIC SUBMITTALS (Preferred):** Offerors must follow these instructions carefully if responding to the solicitation online. All attachments should be uploaded in pdf format.

1. The technical proposal along with bidder qualifications/experience, and the cost proposal must be submitted online as separate documents under the "Response Attachment" section.
2. Offerors must attach all additional requested and/or supplementary documents/information to their response in the online system. These documents can be attached under the "Response Attachment" section when submitting response.
3. One redacted copy of each technical and cost proposal must be submitted. Please see clause entitled "Submitting Redacted Offers" below.

**OFFLINE (Mailed or Hand-Delivered) SUBMITTALS:** Please submit as specified below and refer to clause entitled "Magnetic Media" below. **Faxed submittals will not be accepted.**

1. ONE (1) hard copy original of each technical proposal along with bidder qualifications/experience and all additional requested and/or supplementary documents/information
2. ONE (1) hard copy original of business proposal
3. FIVE (5) copies of technical proposal along with bidder qualifications/experience and all additional requested and/or supplementary documents/information in .pdf format submitted on a USB Drive (label USB with company's name)
4. ONE (1) **redacted** copy of each technical and cost proposal in .pdf format submitted on a USB Drive (Label USB w/company's name and word REDACTED)

All copies requested must be delivered **no later than the date and time specified** in online bidding system to either of the following addresses. Please include solicitation number and opening date on package exterior.

(USPS) MAILING ADDRESS:  
 College of Charleston  
 Office of Procurement  
 66 George Street  
 Charleston, SC 29424

(Courier or hand carry) PHYSICAL ADDRESS:  
 College of Charleston  
 Office of Procurement, Suite B53  
 Lightsey Center  
 160 Calhoun St  
 Charleston SC 29401

**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

- (1) Reflect the same pagination as the original
- (2) Show the empty space from which information was redacted
- (3) Be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.")

Except for the redacted information, the USB drive must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

#### IV. Terms and Conditions

**ASSIGNMENT (S.01.06):** No contract or its provisions may be assigned, sublet, or transferred without written consent of the Procurement Officer.

#### **BANKRUPTCY (C.11.12):**

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

#### **CHANGES (C.11.12):**

- A. **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:
  1. Description of services to be performed
  2. Time of performance (i.e., hours of the day, days of the week, etc.)
  3. Place of performance of the services.
- B. **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 College of Charleston promptly and duly makes 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.
- C. **Time Period for Claim:** Within 30 days after receipt of a written contract modification under Paragraph A 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 College of Charleston is prejudiced by the delay in notification.



- D. **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.

**CISG (S.01.06):** The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

**COMPLIANCE WITH LAWS (S.01.06):** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

**CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE (C.11.12):**

- A. Any contract resulting from this solicitation shall consist of the following documents. 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 below.
1. The solicitation, as amended
  2. Your offer
  3. Documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable
  4. Modifications, if any, to your offer, if accepted by the Procurement Officer
  5. A Record of Negotiations, if any, executed by you and the Procurement Officer
  6. Any statement reflecting the state's final acceptance (a/k/a "award")
  7. Purchase orders.
  8. Change orders accepted by both parties
- B. The terms and conditions of documents A.1 – A.8 shall apply notwithstanding any additional or different terms and conditions in either
1. A purchase order or other instrument submitted by the College of Charleston or
  2. 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 employees, agents or officials of the College of Charleston other than the Procurement Officer. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**CONTRACTOR LIABILITY INSURANCE (C.01.13):**

- 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 **\$1,000,000.00** 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 **\$1,000,000.00** 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 **\$1,000,000.00** per accident for bodily injury or disease.
- C. The College of Charleston, 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.
- D. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, the College of Charleston, 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, the College of Charleston, 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.
- E. Prior to commencement of the work, the Contractor shall furnish the College of Charleston 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 College of Charleston 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 College of Charleston reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- F. 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 College of Charleston immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- G. Contractor hereby grants to the State, the College of Charleston and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State, the College of Charleston 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, the College of Charleston or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

- H. Any deductibles or self-insured retentions must be declared to and approved by the College of Charleston. The College of Charleston 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.
- I. The College of Charleston 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 OBLIGATION – GENERAL (S.01.06):** The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

**CONTRACTOR PERSONNEL (S.01.06):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

**CONTRACTOR'S USE OF COLLEGE PROPERTY (C.04.13):** Upon termination of the contract for any reason, the College of Charleston shall have the right, upon demand, to obtain access to, and possession of, all College properties, including, but not limited to, current copies of all College 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 College of Charleston without the College's written consent, except to the extent necessary to carry out the work.

**DEFAULT (C.11.12):**

- A. The College of Charleston may, subject to paragraphs D – E of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
  - 1. Deliver the supplies or to perform the services within the time specified in this contract or any extension
  - 2. Make progress, so as to endanger performance of this contract (but see paragraph B of this clause)
  - 3. Perform any of the other material provisions of this contract (but see paragraph B of this clause).
- B. The College of Charleston's right to terminate this contract under subdivisions A.2 – A.3 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.
- C. If the College of Charleston 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 College of Charleston for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- D. 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.
- E. 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.
- F. If this contract is terminated for default, the College of Charleston may require the Contractor to transfer title and deliver to the College, 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 College of Charleston has an interest.
- G. The College of Charleston 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 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 College of Charleston may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the College against loss because of outstanding liens or claims of former lien holders.
- H. 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 College of Charleston, be the same as if the termination had been issued for the convenience of the College of Charleston. If, in the foregoing circumstances, this contract does not contain

a clause providing for termination for convenience of the College of Charleston, 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.

- I. The rights and remedies of the College of Charleston in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

**DISCOUNT FOR PROMPT PAYMENT (C.11.12):**

- 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 College of Charleston Accounts Payable receives a proper invoice, and stamps with the date and time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when College of Charleston offices are closed, payment may be made the following business day.

**DISPOSAL OF PACKAGING (S.01.06):** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

**DISPUTES (C.11.12):**

- A. **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 SC Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Charleston County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
- B. **Choice of Law:** 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.
- C. **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 (C.11.12):** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the [US Department of Labor 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 (S.01.06):** 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 (C.11.12):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Unless otherwise provided in this solicitation, Contractor's price shall be fixed for the duration of this contract. This clause does not prohibit contractor from offering lower pricing after award.

**INDEMNIFICATION – THIRD PARTY CLAIMS (C.11.12):** Any term or condition is void to the extent it requires the State to indemnify anyone.

As used in this clause, "Indemnitees" means the College of Charleston, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties'

agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

**INTELLECTUAL PROPERTY INFRINGEMENT (C.04.13):**

- A. Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the College of Charleston, the State and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. The College of Charleston shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The College shall allow Contractor to settle such claim so long as
1. All settlement payments are made by Contractor
  2. The settlement imposes no non-monetary obligation upon the College of Charleston. The College shall reasonably cooperate with Contractor's defense of such claim.
- B. In the event an injunction or order shall be obtained against College'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 the College 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 the College.
- If neither 1 nor 2, above, is practical, the College may require that Contractor remove the acquired item from the College, refund to the College any charges paid by the College therefor, and take all steps necessary to have the College released from any further liability.
- C. Contractor's obligations under this paragraph do not apply to a claim to the extent
1. That the claim is caused by Contractor's compliance with specifications furnished by the College unless Contractor knew its compliance with the College's specifications would infringe an IP right, or
  2. That the claim is caused by Contractor's compliance with specifications furnished by the College of Charleston if the College 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 (S.01.06):** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, County, City or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

**MATERIAL AND WORKMANSHIP (S.01.06):** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

**NOTICE (C.11.12):**

- 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 electronic.
  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 by the Offeror on the Supplier Response Document. Notice to the College of Charleston shall be to the Procurement Officer's address identified in the "Event Details" tab under "Bid Contact Information". Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**OWNERSHIP OF DATA & MATERIALS (C.04.13):** All data, material and documentation either prepared for the College of Charleston pursuant to this contract shall belong exclusively to the College. (See also clause "Contractor's Use of College Property".)

**PAYMENT AND INTEREST (C.04.13):**

- A. Contractor invoices shall be remitted, in order of preference, via (1.) eMail to [accountspayable@cofc.edu](mailto:accountspayable@cofc.edu) , (2.) Facsimile to 843.953.5996, or (3.) USPS to Accounts Payable, College of Charleston, Controller's Office, 66 George Street, Charleston, SC 29424. The College of Charleston purchase order number must be prominently displayed on each page of the invoice for fastest processing.
- B. Unless otherwise provided in this Solicitation, the College of Charleston shall pay the Contractor, after the submission and approval 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.
- C. The College's method of making payment, in order of preference, is (1.) ePayable, (2.) Electronic Funds Transfer or Automated Clearing House, (3.) College of Charleston Purchasing Card, or (4.) by check.

- D. 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 College of Charleston. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable and in violation of the terms and conditions stated on the purchase order. The College of Charleston is responsible for the payment of all goods and services within thirty work days after the acceptance of the goods or services and proper invoice, whichever is received later. 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.
- E. 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.
- F. Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items C – 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. [07-7A055-2]

**PRICE ADJUSTMENTS (S.01.06):**

- A. **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):
  1. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable
  2. By unit prices specified in the Contract or subsequently agreed upon
  3. 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
  4. In such other manner as the parties may mutually agree
  5. 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 SC Code of Laws.
- B. **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 (S.01.06):** Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

**PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services” (S.01.06):** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).

**PRICING DATA – AUDIT – INSPECTION (C.04.13):** [Clause Included Pursuant to § 11-35-1830, - 2210, & -2220]

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

**PRIVACY (C.04.13):** Contractor agrees that any information acquired by Contractor about individuals or businesses that is available as a result of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the College of Charleston. 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.

**PUBLICITY (C.11.12):** Contractor shall not publish any comments or quotes by any employees, agents or officials of the College of Charleston other than the Procurement Officer, or include the College of Charleston in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PURCHASE ORDERS (C.11.12):** Contractor shall not perform any work prior to the receipt of a purchase order from the College of Charleston Office of Procurement. The College 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 or in writing in the event of an emergency. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**RELATIONSHIP OF THE PARTIES (S.01.06):** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**RELATIONSHIP OF USING GOVERNMENTAL UNITS (C.04.13):** (Applicable to Multi-Agency Solicitations) Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act.

**SETOFF (C.11.12):** The College of Charleston shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College'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 College 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.

**SHIPPING / RISK OF LOSS (C.11.12):** All deliveries regarding this solicitation shall be F.O.B. Destination, freight prepaid. Destination is the shipping dock of the College of Charleston's Central Warehouse facility unless otherwise noted in the Specifications document of this solicitation or the purchase order.

**STORAGE OF MATERIALS (C.11.12):** Contractor shall not store items on the premises of the College of Charleston prior to the time set for installation, unless otherwise approved in writing by the Procurement Officer.

**SURVIVAL OF OBLIGATIONS (S.01.06):** 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 (C.11.12):** 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 College of Charleston, 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 College of Charleston. It shall be solely the College'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 College of Charleston to Contractor, Contractor shall be liable to the College of Charleston for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (S.01.06):** 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 (S.01.06):** Initial contract period: One year from date of award. 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. The extensions may be less than, but will not exceed two (2) additional one year periods. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR (S.01.06):** 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 DUE TO UNAVAILABILITY OF FUNDS (S.01.06):** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**TERMINATION FOR CONVENIENCE (C.11.12):**

- A. **Termination:** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the College of Charleston. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- B. **Contractor's Obligations:** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the College of Charleston. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- C. **Right to Supplies:** The Procurement Officer may require the contractor to transfer title and deliver to the College of Charleston in the manner and to the extent directed by the Procurement Officer: (1) any completed supplies; and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the College of Charleston has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the College of Charleston has breached the contract by exercise of the Termination for Convenience Clause.
- D. **Compensation:**
  - 1. The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph 3 of this Paragraph.
  - 2. The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph C of this clause, and the contract price of the work not terminated
  - 3. Absent complete agreement under Subparagraph 2 of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph 2 shall not duplicate payments under this Subparagraph:
    - a. Contract prices for supplies or services accepted under the contract
    - b. Costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services
    - c. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs must not include costs paid in accordance with Subparagraph 3.b of this paragraph
    - d. Any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph 2 of this Paragraph, and the contract price of work not terminated.
  - 4. Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs 2 – 3 of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- E. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not
  - 1. Affect the College of Charleston's right to require the termination of a subcontract, or
  - 2. Increase the obligation of the College of Charleston beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

**THIRD PARTY BENEFICIARY (S.01.06):** 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 (C.11.12):** The College of Charleston 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 College's rights under this Contract. Any waiver must be in writing.

**WARRANTY – ONE YEAR (C.11.12):** Contractor warrants all items acquired shall conform to all Contractor's representations, the requirements of this contract, and all published documentation. Contractor must provide the manufacturer's standard written warranty upon delivery of all products associated with this solicitation. Contractor warrants that manufacturer will honor the standard written warranty provided.

**WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND INVESTMENT ACT OF 2009 (C.11.12):** Applies to all solicitations and contracts funded in whole or in part with [Recovery Act](#) funds.

- A. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).
- B. The Contractor shall include the substance of this clause including this paragraph B in all subcontracts.
- C. The United States Recovery Accountability and Transparency Board has posted a Whistleblower Poster on line at [ARRA Whistleblower Rights](#)

## V. SCOPE OF WORK/SPECIFICATIONS

### BACKGROUND - UNIVERSITY HISTORY

Located in the heart of historic Charleston, South Carolina, the College of Charleston is a nationally recognized public liberal arts and sciences university. Founded in 1770, the College is among the nation's top universities for quality education, student life and affordability. Its beautiful and historic campus, combined with contemporary facilities and cutting-edge programs, attracts students from across the U.S. and around the world.

Over 10,000 undergraduates and approximately 1,500 graduate students at the College enjoy a small-college feel blended with the advantages and diversity of a mid-sized, urban university. They work closely with a committed faculty, made up of more than 500 distinguished teacher-scholars. And the city of Charleston – world-renowned for its history, architecture, culture and coastal environment – serves as a living and learning laboratory for experiences in business, science, teaching, the humanities, languages and the arts.

The Master of Business Administration, housed in the College of Charleston School of Business, is a one-year, full time program. It is still a relative new MBA program with only three graduating classes (with the fourth class scheduled for completion in July 2014).

The international market for MBA programs is highly competitive for attracting and recruiting quality candidates for our program. In this competitive arena, the School of Business requests the services of a media relations/PR agency that has proven competencies in developing and maintaining a media presence in local, nationally-targeted, and related higher education trade publications.

In addition, our MBA program is committed to professionally developing graduate students and helping to place them in jobs upon graduation. Our goal is 100% job placement within three months of graduation. This requires us to raise awareness of our program among prospective employers in the public and private sectors – both locally and in places/markets where our graduates desire to work.

### INTRODUCTION

The College of Charleston School of Business is seeking a media relations/PR agency with experience in higher education PR and established editorial networks in traditional and social media/blogs. The College of Charleston School of Business is responsible approving all of the campaign materials. The agency selected will also comply with the College of Charleston brand manual guidelines.

### SCOPE OF WORK

This specification covers services for planning, coordination, and executing on a regular basis between July 1, 2014 through June 30, 2017.

Offeror must work effectively with key College, School of Business and MBA program representatives, faculty, staff and occasional focus groups of our students and our alumni. Offeror must conduct and share an audit of leading MBA programs' efforts in SEO and earned media impact.

Media relations/PR firm will also effectively coordinate plan, content and messaging with MBA program marketing agency.

Photography services are NOT a requirement of this RFP.

### TIMELINES/DEADLINES

- **Build awareness year round with two constituent targets: new students and prospective employers.**



## **PERSONALIZED SERVICES NEEDED**

Offeror will provide coordinated services to help the School of Business meet its recruiting and placement goals.

1. Meet and communicate regularly with the director of external relations and marketing and other program representatives as needed in order to meet measurable goals;
2. Provide monthly status updates/reports;
3. Meet quarterly with the Dean of the School of Business, MBA program director, and others for campaign updates vs. target goals.

## **SPECIFICATIONS**

### **STUDENT RECRUITMENT**

- Develop and deliver media relations plan to increase awareness about MBA program that leads to an increase in organic search results
- Execute tactical components of the plan on a monthly basis

### **MANDATORY REQUIREMENTS**

Offeror must comply with wordmark usage and font guidelines as specified in the College of Charleston branding guidelines. <http://marcomm.cofc.edu/brandmanual/index.php>.

1. Offeror should possess a minimum of five (5) years specialization in providing similar services for higher education and/or other non-profit clients.
2. Demonstrated success in elevating company or organization to national recognition through effective PR strategies/tactics.
3. In-house copy writer(s)/content developers who work closely with client and advertising agency partner.
4. Media/PR agency works closely/effectively with lead ad agency partner for message consistency.

### **VI. Information for Offerors to Submit**

**INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (S.01.06)** In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation.

**PROPOSAL CONTENTS:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of contents. Offerors should include items 1 and 2 below, in a single volume, with separate sections clearly identified for each item. Item 3 'Business Proposal' must be submitted in a separate online document (or sealed envelope if not submitting online) marked Business Proposal. If your proposal includes any comment over and above the specific information requested below, you are to include this information as a separate appendix to your proposal. 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. To be considered for award, all proposals must include, as a minimum, the following information arranged in the following order:

**Cover Letter:** A cover letter that includes a summary of the Offeror's ability to perform the services described herein and a statement that the Offeror is willing to perform those, services and enter into a contract with the College. The cover letter must be signed by a person having the authority to commit the offeror to a contract.

### **1. QUALIFICATIONS/EXPERIENCE**

- Offeror's experience in higher education media relations/PR with non-competitors of College of Charleston. Offeror must have a minimum of five (5) years providing services requested with this solicitation.
- Provide names and brief bios of key employees to be working on specific plan components and areas of PR competencies (planning, media, social, copy/content development, etc.).
- Demonstrated financial viability of company
- Include with this section, the information requested in section VII **QUALIFICATIONS**

## 2. TECHNICAL PROPOSAL

- Offeror must describe its Methodology, Processing Procedures/Approach and Capabilities to meeting the contractual requirements listed in the Scope of Work/Specifications of the Request for Proposal. Provide work examples that demonstrate offeror's in-house competency in media relations, public relations, and other similar/ongoing earned media campaigns
- Offeror must demonstrate knowledge and experience in social media integration, relationship with leading higher education blogs/reporters
- Offeror must provide a detailed plan of action and timeline in accordance with the established completion and delivery dates listed in the scope of work.
- Offeror must provide a detailed explanation of its expectations of the College to fulfill the contract requirements.
- Offeror must include names and brief bios of key employees to be working on specific plan components and areas of PR competencies (planning, media, social, copy/content development, etc.).
- Offeror should provide any additional information that it believes the College should consider in evaluating the proposal.

## 3. BUSINESS PROPOSAL

Offeror is to include anticipated costs, to include cost for travel if any, that will be incurred by the College during the life of the Project and provide a total cost. Include in the Business Proposal, a breakdown of the firm's rates, fees and charges for service (s) required, which shall include all travel and expenses if applicable. **Please NOTE: Travel cost shall be in accordance with the State of South Carolina and College Travel Policy.**

## VII. Qualifications

**QUALIFICATION OF OFFEROR (S.01.06):** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

### **QUALIFICATIONS -- REQUIRED INFORMATION (S.01.06)**

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

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) Include a brief history of company, company structure/partners, and length of time in business.
- (c) A narrative statement listing the five (5) most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
- (d) A list of clients for which offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.
- (e) The most current financial statement, financial statements for the last three fiscal years, and information reflecting the current financial position. If there are audited financial statements meeting these requirements, those statements must be provided. In lieu of the financial statements, offeror may submit a copy of a Dun and Bradstreet Supplier Qualifier Report (SQR) for the last three (3) years of operations.
- (f) List of failed projects, suspensions, debarments, and significant litigation.

**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.

OFFERORS must also include subcontracting information in this section if subcontractors are being employed. Subcontractors must be named and their role in the project briefly described.

## VIII. Award Criteria

**AWARD CRITERIA - PROPOSALS (S.01.06):** Award will be made to the highest ranked, responsive and responsible Offeror whose offer is determined to be the most advantageous to the State.

**AWARD TO ONE OFFEROR (S.01.06):** Award will be made to one Offeror.

**COMPETITION FROM PUBLIC ENTITIES (S.01.06):** If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

**EVALUATION FACTORS - PROPOSALS (S.01.06):** All proposals will initially be reviewed to determine responsiveness. Any proposal that does not meet the material and/or essential requirements of the College will be subject to disqualification pursuant to S.C. Statute, Regulations and Interpretative Authorities. Offers will be evaluated by a review panel using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Award will be made based on the offer receiving the highest score. However, oral presentations may be required to clarify proposals and to answer questions for the evaluation panel. The Offeror's representative who would be responsible for the project and be involved with any ensuing contract with the College should be a key presenter in the presentations and during discussions with the College. Once evaluations are complete, all responsive Offerors will be ranked from most advantageous to least advantageous.

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| <b>1. Experience/Qualifications</b><br>Experience in higher education media and public relations   | <b>40 points</b> |
| <b>2. Technical Proposal</b><br>The completeness and suitability of the offeror's proposed solution to meet or exceed the services required in the Scope of work/Specifications and Mandatory Requirements. Detailed plan of action and timeline for accomplishing requirements. | <b>35 points</b> |
| <b>3. Business/Cost Proposal</b><br>Total anticipated cost   | <b>25 points</b> |