



SOLICITATION TYPE:
Request For Quote

Solicitation Number:	CCU-9300779
Description:	Clear Stadium/Tote Bags with Custom Printing
Procurement Officer:	Jessica Williams
Email:	Jwilliam8@coastal.edu
Telephone:	843-349-4193
Date:	March 25, 2026

This document contains the bidding instructions, scope of work, and selected contractual terms and conditions applicable to the solicitation referenced above which is being issued and conducted by Coastal Carolina University.

SUBMIT YOUR OFFER ON-LINE THROUGH THE BUSINESS OPPORTUNITIES WEBSITE AT THE FOLLOWING URL: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina>

SUBMIT OFFER BY (Opening Date/Time)	April 3, 2026 at 11:00 AM	(See "Deadline For Submission Of Offer" provision)
QUESTIONS <u>MUST</u> BE RECEIVED BY:	March 30, 2026 at 5:00 PM	(See "Questions From Offeror" provision)

I. SCOPE OF SOLICITATION

Coastal Carolina University is seeking a source to provide Clear Stadium/Tote Bags with Custom Printing.

ACQUIRE SERVICES, SUPPLIES AND/OR EQUIPMENT: The purpose of this solicitation is to acquire services, supplies and/or equipment complying with the description, specifications and conditions listed in Section III. Scope of Work and other documents related to this solicitation.

IMPORTANT NOTICE: IF THE TERMS AND CONDITIONS HEREIN ARE OBJECTED TO, QUALIFIED, OR SUPPLEMENTED IN YOUR OFFER, YOUR OFFER MAY BE DETERMINED NON-RESPONSIVE AND NOT CONSIDERED FURTHER. See “Responsiveness and Improper Offers” provision in Section IIA, SC Code of Laws §11-35-1520(13), and SC Code of Regulations Chapter 19-445.2070

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION:

- (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the Business Opportunities web site for the issuance of Amendments: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=CoastalCarolina>
- (b) Offerors will be required to acknowledge receipt of any amendment to this solicitation.
- (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only University official authorized to bind the University with regards to this procurement or the resulting contract.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with the University. Without further action by either party, a binding contract shall result upon final award. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated University purchasing office or the University’s mail room which services that purchasing office prior to the bid opening. (Paper offers are not the preferred method of submission however.) [Reference Code Section R.19-445.2070(H)]

CODE OF LAWS AVAILABLE: The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

(“OCI FAQ for Contractors” is available at www.procurement.sc.gov)

- (a) You certify that, after reasonable inquiry, to the best of your knowledge and belief:
- (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and
 - (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or 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.
- (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the University may withhold award. Before withholding award on these grounds, the University will notify you of the concerns and provide a reasonable opportunity for you to respond. The University may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.
- (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [Ref. Compendium 02-2A047-3 Jul 2023]

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA:

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must “comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public.”

IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE UNIVERSITY MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked “Trade Secret” or “Confidential” or “Protected”, (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a “Trade Secret” is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the University may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words “TRADE SECRET” every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word “PROTECTED” every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the University will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “Protected”. By submitting a response, you agree to defend, indemnify and hold harmless the University, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from withholding information by the University or any of its agencies, that you have redacted or marked as “Confidential” or “Trade Secret” or “Protected”. (All references to S.C. Code of Laws.)

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the University’s attention. See clause entitled “Questions from Offerors”.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the University may be required to pay.

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

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

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

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

QUESTIONS FROM OFFERORS:

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page and/or the Business Opportunities website. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.**

The preferred method for submitting questions is through the Business Opportunities website and the Question and Answer Board for this particular solicitation. Responses to questions received through the Business Opportunities website will be posted to the Question and Answer Board or may be provided in an Amendment to the solicitation. Alternatively, an email may be sent to the Contact's address noted on the Business Opportunities website, with the subject line indicating "Questions – Solicitation (insert identifying Solicitation Number).

REJECTION/CANCELLATION: The University may cancel this solicitation in whole or in part. The University may reject any or all proposals in whole or in part. [Reference Code Section 11-35-1710 & R.19-445.2065]

VENDOR REGISTRATION MANDATORY: The University has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=CoastalCarolina>. Once registered, suppliers must keep their information current.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

OFFERING OF ALL ITEMS REQUIRED: Offers must be submitted for all items. Failure to offer on all items will be reason for rejection.

ON-LINE BIDDING INSTRUCTIONS:

(a) Mandatory Registration: You must register before you can submit an offer on-line! See clause entitled "VENDOR REGISTRATION MANDATORY." To register or submit an offer, please visit the following site:

<https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=CoastalCarolina>

(b) Once registered and signed into the system, chose the solicitation you wish to respond to. The system will provide the necessary steps to obtain the required information from you.

(c) Only offers with a "submitted" status have been received by the University.

SUBMITTING A PAPER OFFER OR MODIFICATION: Paper offers are not the preferred method of submission. Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification electronically. See clauses titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS."

If you must submit a paper offer or modification the following instructions apply:

(a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

(b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to one of the following address:

MAILING ADDRESS:
Coastal Carolina University
Procurement Services
PO Box 261954
Conway, SC 29528-6054

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

(3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof.

(c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package.

(d) If the solicitation is a Request For Proposal, you must submit one (1) original and five (5) copies.

(e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

The University's Mail Services picks up all mail from the US Postal Service once daily (excluding weekends and holidays), and disseminates the mail to the Procurement Services office normally by 12:00 PM. See provision entitled Deadline for Submission of Offer.

UNIT PRICES REQUIRED: Unit price to be shown for each item.

III. SCOPE OF WORK

Coastal Carolina University is seeking a source to provide Clear Stadium/Tote Bags with Custom Printing.

BACKGROUND:

Coastal Carolina University (CCU) is a dynamic, student-centered public institution committed to delivering high-quality, affordable education. CCU offers more than 115 undergraduate and over 30 graduate programs, including doctoral degrees in marine science and education sciences, across five academic colleges:

- E. Craig Wall Sr. College of Business Administration
- Spadoni College of Education and Social Sciences
- Conway Medical Center College of Health and Human Performance
- Edwards College of Humanities and Fine Arts
- Gupta College of Science

CCU is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), with specialized accreditations from AACSB and CAEP, among others. The University is a hub for intellectual enrichment, cultural engagement, and lifelong learning, offering students a wide range of internship, research, international, and online learning opportunities.

In Fall 2025, CCU reach another historic milestone with over 11,700 students enrolled, driven by a record first-year retention rate of around 79% and a 16.3% increase in freshman applications. The University welcomed over 2,750 new students, reflecting its growing reputation and appeal. Students hail from across the U.S. and internationally, with top states including South Carolina, New York, New Jersey, Pennsylvania, and Maryland, and top countries including Canada, Germany, Spain, Iceland, and the United Kingdom.

SPECIFICATIONS AND REQUIREMENTS:

1. Scope of Work

The Contractor shall furnish and deliver clear Stadium/Tote Bags with Custom printing for Coastal Carolina University. All items shall be provided in accordance with these Specifications and Requirements and shall conform exactly to the items and quantities identified below. No substitutions in materials, dimensions, strap colors, quantities, or imprint method shall be accepted.

2. Licensing and Marketing Approval:

- a. All printed items, branded promotional products, and advertising materials bearing University trademarks must receive approval through the University's trademark licensing process, administered by the University and/or its authorized licensing partner, Collegiate Licensing Company (CLC).
- b. All artwork must be submitted for review and written approval prior to production.
- c. Vendors must be eligible to register with the Collegiate Licensing Company (CLC) and obtain the appropriate Coastal Carolina University license if selected for award. Additional information is available at: <https://clc.com/home/get-licensed/>

3. Product Requirements:

- a. Bag Type:
Clear PVC Stadium/Tote Bag
- b. Material
Clear PVC (transparent) body.
- c. Dimensions
12 inches wide x 12 inches high x 6 inches deep.
- d. Strap Colors and Quantities
Clear tote bag with Black straps: 3,000 units.
Clear tote bag with Teal straps: 2,000 units.
Clear tote bag with Bronze straps: 2,000 units.

4. Imprinting and Artwork:

- a. Bags shall include full-color (four-color process) imprinting on the front of the tote bag.
- b. The maximum imprint area shall be 8 inches wide by 8 inches high, front location.
- c. Production shall not commence until final artwork and proofs are approved by Coastal Carolina University.

5. Quality and Condition:

- a. All items shall be new, unused, and free from defects, including tears, holes, or printing irregularities.
- b. An industry-standard spoilage rate of approximately 2–3% may apply. The University shall not be billed for shortages resulting from spoilage.
- c. The University shall inspect all items upon delivery and notify the Contractor of any defects or discrepancies within (10) business days of receipt.

6. Schedule:

- a. Order will be placed by Purchase Order and production turnaround shall begin upon University approval of artwork.
- b. Items shall ship within fifteen (15) calendar days of the approval of artwork.

7. Pricing:

Pricing must include all overhead costs unless otherwise indicated in the price schedule.

ITEMS:

Item #	Description	Quantity	UOM
P1.1	Clear tote bag with Black straps and four color logo as provided	3,000	Each
P1.2	Clear tote bag with Teal straps and four color logo as provided	2,000	Each
P1.3	Clear tote bag with Bronze straps and four color logo as provided	2,000	Each
P1.4	FOB Destination Delivery/Shipping for all items listed	1	Each

DELIVERY / PERFORMANCE LOCATION - SPECIFIED: After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Atlantic Hall Purchasing And Receiving
642 Century Cr.
Conway, SC 29526
United States
Attention: T.Parker LJSU A109-E

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

QUALITY – NEW: All items must be new.

IV. INFORMATION FOR OFFERORS TO SUBMIT

(SECTION NOT APPLICABLE – INTENTIONALLY OMITTED)

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR:

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award, including, but no limited to, Google search, Dun and Bradstreet reports, business continuity plans, and internal control assessments. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify.

(2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.

(3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.”

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY:

(a) This section establishes special standards. **UNLESS YOU POSSESS THE ABILITY TO MEET THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, PRIOR TO PRODUCTION, DO NOT SUBMIT AN OFFER:**

- i. **The awarded vendor MUST be licensed or obtain the appropriate internal/collegiate license prior to production. Information regarding this process is available at: <https://clc.com/home/get-licensed/>**
- ii. **The awarded vendor shall comply with all Coastal Carolina University branding, trademark, and licensing requirements, including any review or approval processes administered by the University or its designee.**

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

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS: Award will be made to the lowest responsible and responsive bidder.

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

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

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. GENERAL

ACCESSIBILITY COMPLIANCE REQUIREMENTS:

The University is committed to ensuring accessibility to individuals with disabilities. The Contractor must comply with federal accessibility laws and standards, including the Americans with Disabilities Act (ADA), Section 504 and Section 508 of the Rehabilitation Act, and the U.S. Department of Justice’s 2024 final rule on digital accessibility for public entities.

Minimum Requirements:

WCAG Compliance: Conformance with Web Content Accessibility Guidelines (WCAG) 2.1 Level AA is required.

Preference will be given to solutions demonstrating alignment with WCAG 2.2.

Assistive Technology Support: Full compatibility with screen readers, keyboard navigation, and alternative input methods.

Semantic Accessibility: Use of WAI-ARIA attributes to ensure semantic clarity for users with disabilities.

VPAT Submission: Vendors must submit a current Voluntary Product Accessibility Template (VPAT) detailing conformance with WCAG and Section 508 criteria, including remarks and explanations for each success criterion.

Design Integration: Accessibility must be embedded throughout the LMS’s design and development lifecycle.

Platform Coverage: The LMS must provide accessible experiences across desktop, mobile, and cloud platforms, including instructional content, assessments, communication tools, and administrative interfaces.

Remediation Plan: Vendors must provide an accessibility statement and a roadmap for addressing known accessibility issues.

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g. bankruptcy,

corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the University shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible Procurement Officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made.

(b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate partnership or other structure, or its FEIN, contractor shall provide the Procurement Officer prompt written notice of such change.

(c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

BANKRUPTCY - GENERAL:

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the University. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all University orders/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 University upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:

(a) Any contract resulting from this solicitation shall consist of the following documents:

- (1) a Record of Negotiations, if any, executed by you and the Procurement Officer,
- (2) the solicitation, as amended,
- (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable,
- (4) your offer,
- (5) any statement reflecting the University's final acceptance (a/k/a "award"), and
- (6) purchase orders.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation (i) a purchase order or other instrument submitted by the University, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the University. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISPUTES:

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the University regarding the Agreement is not a waiver of either the University's sovereign immunity or the University's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page

2 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: The University is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or veteran status. The Contractor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status. Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

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

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the University to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE:

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

(B) Notice to contractor shall be to the address identified by the Contractor in the electronic registration system. Notice to the University shall be to the Procurement Officer's attention at Coastal Carolina University, Procurement Services, PO Box 261954, Conway SC 29528-6054, or to the Procurement Officer's email address as noted on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE:

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

ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The University may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the University beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the University may terminate the contract for default.

[Ref. Compendium 07-7A054-1 Jul 2023]

PAYMENT & INTEREST:

(a) The University shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the University.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled "EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the University shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

(d) Amounts due to the University shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.

(e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

(f) The University shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY: Contractor shall not publish any comments or quotes by University employees, or include the University in either news releases or a published list of customers, or other such media, without the prior written approval of the Procurement Officer and the office of University Communication.

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

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

VII. TERMS AND CONDITIONS – B. SPECIAL

CHANGES:

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

(a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the University in accordance therewith;

(b) Method of shipment or packing;

(c) Place of delivery;

(d) Description of services to be performed;

(e) Time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) Place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

COMPLIANCE WITH LAWS: Through acceptance of an order or contract, and during the term of any contract, the Contractor shall be deemed to represent that it has complied, or will comply, with all applicable provisions of Federal, State and local laws, codes, ordinances, rules, regulations and tariffs, and all University regulations and policies while on University property or while conducting University associated activities off of University property. University policies are available through this web site: <http://www.coastal.edu/policies/>
The Contractor acknowledges that persons under the age of eighteen (18) are considered minors in the State of South Carolina and protected under State law. The University's policy on Protection of Minors can be found at: <http://www.coastal.edu/policies/policyDetails.html?x=182>

Failure to comply with any applicable laws, ordinances, rules, regulations, and policies may result in unilateral and immediate revocation of this contract.

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

DEFAULT:

(a)(1) The University may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

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

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

(b) If the University 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 University for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the University in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the University may require the Contractor to transfer title and deliver to the University, 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 University has an interest.

(f) The University shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The University may withhold from these amounts any sum the Procurement Officer

determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

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

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

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

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES: The University may bid separately for any unusual requirements or large quantities of supplies covered by this contract.

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

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

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

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

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in the order. Note: The University campus is located within the city limits of Conway, South Carolina. Questions regarding business license requirements should be directed to City of Conway, Business License Office, 1000 2nd Ave., Conway SC 29526, telephone 843-488-7631, fax 843-248-1718.

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

OFFSHORE CONTRACTING PROHIBITED: No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation either prepared for the University pursuant to this contract shall belong exclusively to the University. The Contractor shall at no additional cost to the University, promptly transfer all University data back to the University upon request or upon termination of the contract.

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

TERM OF CONTRACT- ONE-TIME PURCHASE: The effective date of this contract is the date of issuance on the purchase order that is issued in association with this contract. This is a one-time purchase for goods and/ or services as described herein and terminates upon the completion of the transactions as the contract is fully executed and no further obligations exist between the University and Offeror for additional purchases, unless explicitly stated otherwise.

TERMINATION FOR CONVENIENCE:

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

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the University in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the University 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 University has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

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

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

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

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

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

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the University's right to require the termination of a subcontract, or (ii) increase the obligation of the University beyond what it would have been if the subcontract had contained an appropriate clause.

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

WARRANTY – STANDARD: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

VIII. BUSINESS PROPOSAL

(SECTION NOT APPLICABLE – INTENTIONALLY OMITTED)

IX. ATTACHMENTS TO SOLICITATION

The following will be provided as separate documents but are referenced here to denote being a part of this solicitation:

Attachment A: Artwork

Attachment A: Artwork

