Vendor's Guide for Doing Business with the Medical University of South Carolina

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National Institute of Governmental Purchasing, Inc. Code of Ethics
The institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by any public sector procurement or materials management organization.

(1) Seeks or accepts a position as head or employee only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization;

(2) Believes in the dignity and worth of the services rendered by the organization and social responsibilities assumed as a trusted public servant;

(3) Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served;

(4) Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable;
(5) Identifies and eliminates participation of any individual in operation situations where a conflict of interest may be involved;

(6) Believes that members of the Institute and its staff should at no time or under any circumstances, accept directly or indirectly, gifts, gratuities or other things of value from suppliers;

(7) Keeps the governmental organization informed, through appropriate channels on problems and progress of applicable operations, but personally remains in the background by emphasizing the importance of the facts;

(8) Resists encroachment on control of personnel in order to preserve integrity as a professional manager. Handles all personnel matters on a merit basis. Political, religious, racial, gender, and age considerations carry no weight in personnel administration in the agency being directed or served;

(9) Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically without discrimination on the basis of principles and justice; and

(10) Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing, Inc.

ABOUT MUSC

Established in 1824, the Medical University of South Carolina is comprised of six colleges, medical center, and several research centers.

The educational component of the Medical University includes colleges of Medicine, Pharmacy, Nursing, Graduate Studies, Dental Medicine, and Health Professions. More than 2,200 students attend the University with approximately 600 graduating each year.

The MUSC Medical Center consists of Medical University Hospital, Storm Eye Institute, Children’s Hospital, Institute of Psychiatry, and Charleston Memorial Hospital. There are 719 licensed beds throughout these facilities.

MUSC employs more than 8,000 people and has an annual payroll of more than $280 million. It is South Carolina’s largest State agency and largest higher education employer.

Today, MUSC accounts for more than $900 million in economic activity within the Trident area—an increase of more than 300 percent in a decade. In addition, MUSC contributes more than $135 million in spending for products and services outside the local area. Together with the $900 million economic impact, the MUSC total contribution reaches the astounding level of more than $1 billion for the State.

I. INTRODUCTION

The responsibility of the purchasing office of the Medical University of South Carolina is to procure quality goods and services and to maximize the value of the tax dollar. This guide contains information that you will need in order to do business with the University and the MUSC Medical Center.

University procurement policies and procedures are in accordance with the State of South Carolina Procurement Code.
The purchasing office will be open for consultation with sales persons, during regular offices 8:30 a.m. - 5:00 p.m., Monday - Friday located in Suite 408, Harbor View Office Tower 19 Hagood Avenue, Charleston, South Carolina. An advance appointment is required for time scheduling requirements with our Procurement Specialists by calling (843) 792-4521.

II. VISITATION

The Medical University of South Carolina administers a vendor pass policy in keeping with our security procedures.

Vendor passes are issued to representatives to keep appointments, make repairs, or deliveries on campus.

Any vendor representative who would like to see a University employee must first contact the employee’s department for an appointment. Once the appointment is made, a vendor pass must be obtained from the Procurement Office. At this time Procurement will reconfirm the appointment with the employee’s department and issue the vendor pass. Vendor passes are required. Access to the Medical Center may be denied to anyone who does not display proper identification.

During regular business hours, passes for in service, maintenance and delivery representatives will be distributed from Suite 408 of the Harborview Office Tower. Weekend and after-hour passes will be issued from Public Safety (Sabin Street entrance), only after verification has been received from the appropriate on-call Hospital Administrator.

VENDOR PASSES:

Vendors are required to obtain passes to visit the Hospital from the Purchasing Office located in Ste. 408, Harborview Tower Office Building, 19 Hagood Avenue, Charleston, SC. Passes are to be visibly displayed while on Hospital premises. Vendors are required to have scheduled appointments in order to obtain passes. These appointments will be confirmed by the Department of Procurement Administrative Services staff. Passes are issued to companies on a temporary (one day or less) and/or contractual (long term) basis but not to exceed one year and or Fiscal Year. On Official State holiday, weekend, and after hour (Monday-Friday - 8:30-5:00) passes will be issued from Public Safety (Sabin Street), after verification of appointment from appropriate hospital official.

TEMPORARY VENDOR PASS - A Temporary Pass (one day or less) consists of company's name and address, the person's name, location, and telephone extension of the person for which the vendor is requesting a pass to visit on the MUSC campus. The company (vendor) representative MUST sign this form. The pass information is kept on file in Procurement. The person to be visited is called to verify the vendor has an appointment with this person. The temporary pass is a throw away stick on label which can be disposed of at the conclusion of the visit.

CONTRACT VENDOR PASS - A Contract Pass consists of the company's name and address, location of work, beginning date and ending date. It will also contain the purchase order number and/or contract number. This pass must be signed by the Procurement Specialist Officer who issued the purchase order. The pass may be for duration of contract (1 year) and or the fiscal year. A copy of the Contract Pass Request will be forwarded to Public Safety. After the request is received in Public Safety, the vendor will be notified to go to Public Safety to pick up the issued pass. The pass will have on it, the following information: (1) THE WORDING 'CONTRACT VENDOR'; (2) NAME OF THE DEPARTMENT REQUESTING THE VENDOR PASS FOR WHICH THE SERVICE WILL BE PERFORMED i.e, PROCUREMENT; AND (3) EXPIRATION DATE OF THE CONTRACT. THIS PASS MUST BE VISIBLY WORN BY THE VENDOR WHILE ON MUSC PREMISES PERFORMING WORK. WHEN THE PASS IS EXPIRED, IT IS TO BE RETURNED TO PROCUREMENT FOR RETURN TO PUBLIC SAFETY.
III PURCHASING POLICY AND PROCEDURES

It is the intent of the Medical University of South Carolina to procure and provide goods and services at the time and place needed, in the proper quantity, of the proper quality and at the best available price.

The University normally uses three types of procurement methods: Telephone quotations, written price quotations and competitive sealed bids or proposals.

The Medical University of South Carolina reserves the right to waive irregularities and informalities and to accept any bid or to reject any and all bids in the best interest of the Medical University and State of South Carolina.

IV. GENERAL INFORMATION

In most cases, purchases must be approved by the purchasing office. Normally, shipments should not be made without receipt of the University purchase order and definitely not until a purchase order number has been provided. All invoices shall be referenced with the University purchase order number. Invoices must be submitted in triplicate to the Medical University of South Carolina, Accounts Payable Department, P.O. Box 130010, Charleston, South Carolina unless otherwise directed. Any purchases that have not been approved by the purchasing office will be returned to the vendor at the vendor’s cost or may be considered a donation to the Medical University.

Some vendors may be interested in offering items to the University on consignment; the Procurement Office will consider such offers on a case by case basis.

All products for evaluation must have a valid University Purchase Order assigned for tracking and insurance purposes prior to delivery to the University complex. Evaluation products without assigned purchase order numbers WILL NOT be considered viable evaluations.

V. SHIPPING INSTRUCTIONS

All shipments must be shipped F.O.B. destination unless otherwise directed on the purchase order. All shipments must be directed to the location shown on the purchase order.

VI. MINORITY BUSINESS ENTERPRISES

In accordance with Article 21 of the South Carolina Consolidated Procurement Code, the Medical University of South Carolina seeks to use the services of small businesses and businesses owned by women and ethnic minorities. To accomplish this goal more effectively, the purchasing office maintains and regularly updates a list of such businesses.

VII. RESIDENT VENDOR PREFERENCE

As provided in Section 11-35-1524(6) of the South Carolina Consolidated Procurement Code, a vendor shall be deemed to be a resident of South Carolina if such vendor is an individual partnership, association or corporation that is:
A) Authorized to transact business in South Carolina.

B) Maintains an office in South Carolina. (As defined in Section 11-35-310(22) of SCCPC.)

C) Maintains an inventory for expendable items which are representative of the general type of commodities on which the bid is submitted and located in South Carolina at the time of the bid having a total value of ten thousand dollars or more based on the bid price, but not to exceed the amount of the contract, or is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina and the product is made or processed from raw materials into a finished end product by such manufacturer or an affiliate (as defined in Section 1563 of the Internal Revenue Code) of such manufacturer, and

D) has paid all duly assessed taxes.

If you wish to exercise the Resident Vendor Preference as defined, a claim must be completed and returned with your bid.

VIII. FORMAL BIDDING CONDITIONS AND INSTRUCTIONS

Each bidder should carefully examine solicitation documents, including any addenda. Should the bidder identify any discrepancies or ambiguities, he shall at once notify the purchasing office. No allowance will be made for oversight or misunderstanding by the bidder after bids are received.

Bid Preparation and Mailing:

The bid form must be either typewritten or handwritten in ink to show prices and notations. No erasures will be permitted. An error must be crossed out and initialed by the person signing the bid. A signature on a bid must be a principal duly authorized to bind contracts.

Bid solicitations must be received by MUSC Procurement Department in a sealed envelope, clearly marked, with the solicitation number. Bidders are responsible for the actual delivery of bids during business hours. No bids will be accepted after the stated solicitation opening.

Affirmative Action:

The successful proposer will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

Bid Opening:

The bid opening shall be public on the date and at the time specified. Bids will be opened and tabulated. Bid files may be examined during normal working hours after award and upon receipt of request. No bid shall be altered, amended, or withdrawn after the scheduled bid opening. Negligence on the part of bidders in preparing bids confer no right for the withdrawal of bid after opening.

No oral or telephone interpretations of specifications shall be binding upon the University. All requests for interpretations or clarifications shall be made to
the University at least five (5) business days prior to the date set for the bid opening. All changes or interpretation of the specifications shall be made by written addendum.

By submitting any solicitation, the bidder certifies under penalty of perjury that the bidder has not acted in collusion with any other bidder or potential bidder.

IX. GRATUITIES

All employees of the Medical University of South Carolina are prohibited from accepting gifts, meals, trips or any other article and/or object of value from a vendor although the intent of such gesture may be honorable or a customary practice of the vendor.

It is suggested that these gratuities be directed in cost savings to our solicitations for benefit to the entire University.

VENDOR REGULATIONS:

Vendors who are doing or seeking to do business with public agencies are prohibited from offering or providing travel, meal, and lodging expenses to public officials or employees of such agencies, even if the expenses are incurred in the officeholder's responsibility to inspect and observe the vendor's products in operations. Likewise, public officials and employees whose responsibilities include writing specifications, awarding contracts, making recommendations, or are otherwise involved in the procurement process are prohibited from soliciting, accepting, or receiving travel, meal and lodging expenses from a vendor who is doing or seeking to do business with the agency. (See South Carolina Consolidated Procurement Code and the Vendor Brochure)

X. RESERVATION OF RIGHTS

The Medical University of South reserves the right to make modifications to the contents of this guide without prior notice to the vendor. If a disparity occurs between this guide and the bid documents or purchase order, the bid document and/or purchase order will govern. The information stated in this guide shall not be construed as an interpretation of University policy and procedures or interpretation of State statutes.

XI. Helpful Hints:

1. Adhere to the Medical University of South Carolina’s Solicitation and Distribution Policy.

2. Suggest and carry out improvements in your services which will better suit our requirements.

3. Advise us if our specifications for a product on a formal solicitation can be improved to provide better performance, more durable products, and/or a lower cost.

4. Keep us supplied with the latest catalogs and current price lists.

5. Advise us of your vacation schedules, back orders, impending shortages or strikes, and technological advances.

6. Follow through on orders to ensure delivery is on schedule, this applies to dealers who supply the University on your behalf.
7. Insist on receiving a purchase order number on any request that the University places with you.

8. Ensure all shipments contain our purchase order number on the invoice and all packages.

9. Make each visit a profitable one for both you and us.

10. Make sure all relative information and/or documents are on file with MUSC, i.e. W-2, FEIN number, non-resident, tax form, etc.

XII. TERMS AND CONDITIONS:

Terms and Conditions are referenced on the MUSC Purchase Order and Departmental Voucher.

Medical University of South Carolina is an agency of the State of South Carolina, exempt from federal income tax under Section 115 of the Internal Revenue Code. Purchases by the University are exempt from the excise taxes imposed by chapter 31 and 32 and sub chapter B of chapter 33 of the Internal Revenue Code.

BY Acceptance of an order, seller agrees with buyer as follows:

1. This order may be accepted only upon the terms and conditions set forth herein. When so accepted, this order contains the complete and final agreement between the buyer and seller respecting the goods and services specified. Any additional or different terms proposed by the seller are hereby rejected unless in writing by the buyer.

2. The seller, by acceptance of this order, will be deemed to represent that seller has complied, or will comply, with all applicable federal, state and local laws and ordinances and all lawful orders, rules, and regulations thereunder.

3. Seller warrants that the prices stated therein or on his invoice are as low as any net prices now given by seller to any other customer for like goods and services, and seller agrees that if at any time during the life of this order he quotes or sells at lower net prices, similar goods or services under similar conditions, such lower prices shall, from that time, be substituted for the prices provided herein.

4. All shipments are to be made F.O.B. destination, freight prepaid, to receiving point at the Medical University of South Carolina, Charleston, South Carolina, unless otherwise indicated on this form. All transportation, insurance, crating and/or packing charges are to be entered as separate items on seller's invoice.

5. Payments will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code. All cash discounts offered will be evaluated but will not be considered in the award of a contract.

6. Subject to conditions beyond the control of the seller, delivery or completion must actually be effected within the time stated on the purchase order. If for any reason whatsoever, including conditions beyond the control of the seller, completion is not timely, the buyer reserves the right to obtain the goods or services elsewhere and to charge seller with any loss incurred as a result thereof or, at his option, to cancel the order. It is understood that time is of the
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7. Any materials shipped in excess of the quantity specified in the order may, at buyer's option, be returned to seller at seller's expense. Buyer will not be obligated to pay for services or labor provided in excess of that specified in the order.

8. All goods purchased hereunder shall be subject to inspection by the buyer to the extent practicable at all times and places, including the period of manufacture. Notwithstanding any prior inspection or payments hereunder, items shall also be subject to final inspection prior to acceptance within a reasonable time after delivery. No inspection or test made prior to the final inspection shall relieve the seller from responsibility for defects or other failure to meet the requirements of this order.

9. Seller warrants that all items delivered hereunder shall be free from defects in workmanship, material, and manufacture; shall comply with the requirements of this agreement, including any drawings or specifications incorporated in design. Seller further warrants that all items purchased hereunder shall be merchantable quality and shall be fit and suitable for the purpose intended. The foregoing warranties are conditions to this agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance or payment by the buyer. If any warranties specified herein or otherwise, applicable are breached by the seller, buyer may elect: (1) require the seller to correct at seller's sole expense any defect or nonconformance by repair or replacement, or (2) return any defective or nonconforming goods to seller at the seller's expense and recover from the seller the price thereof. The foregoing remedies are in addition to all other remedies at law or as contained in this agreement and shall not be deemed to be exclusive. The foregoing representation and warranties shall survive acceptance of the goods or services.

10. The manufacturer guarantees that the design of equipment being purchased conforms to NFPA, UL, ANSI, OSHA and any other existing safety standards in effect at the time of shipment.

11. Provisions of the South Carolina Consolidated Procurement Code have been complied with in issuing this order. This order shall be governed by the laws of the State of South Carolina applicable to contracts made and performed solely within that state. This order shall not be modified except by written agreement between buyer and seller. If litigation arises out of or under this agreement, the seller agrees to submit to the jurisdiction of the State of South Carolina and, further, agrees that the laws of South Carolina will control this agreement.

12. This purchase order is not assignable by the seller without the prior consent of the buyer.

13. In the event that this order is terminated in whole or in part for the convenience of the United States Government, neither the buyer nor the United States Government shall be obligated to pay any amount to the seller or any party for damages.

14. The failure of the buyer to enforce at any time any of the provisions of this agreement shall in no way be construed as a waiver of such provision nor in any way affect the right of the buyer thereafter to enforce each and every provision of the agreement.

15. The subcontractor/seller agrees to adhere, if and as applicable, to the non-discrimination and affirmative action requirements of 41 CFR 60-1.4 (addressing race, sex, color, religion, and national origin), 41 CFR 60-250.4 (addressing veteran status), and 41 CFR 60-741.4 (addressing disabilities). The subcontractor/seller agrees to submit an EEO-1 Report (Standard Form 100) and to develop and maintain a written AAP if the subcontractor/seller has 50 or more employees other than construction trades persons and a nonexempt contract, subcontract or purchase order of $50,000 or more (41 CFR 60-1.7 (a) (1) and 41 CFR 60-1.40 (a). The subcontractor /seller certifies that it does not and will not maintain any facilities it provides for its employees in a segregated
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manner, or knowingly permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The subcontractor/seller further agrees to obtain a similar certification prior to its award of any nonexempt contract, subcontract or purchase order (41 CFR 60-18 (b)).

16. Certificate of Insurance: A 'Certificate' of Insurance MUST be on file in the Department of Procurement for vendors that visit on-site at MUSC and those that are so located, and those that provide on-site equipment maintenance, evaluation, or other services for the protection of MUSC. CONTRACTOR shall maintain throughout the performance of its obligations under this Agreement a policy or policies of Workers' Compensation Insurance with such limits as may be required by law, and a policy or policies of general liability insurance with limits sufficient to cover any loss or potential loss resulting from this contract insuring against injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of Automobile Liability Insurance with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on MUSC property.

17 Violation of Policy: Contractors or contract employees who violate Federal, State, Local, or MUSC polices for safety, health, or environment will be required to correct the violation to the extent permitted by applicable law.

IF AN ORDER IS FOR THE ACCOUNT OF THE UNITED STATES GOVERNMENT (AS INDICATED ON THE FACE OF THE ORIGINAL COPY OF THE PURCHASE ORDER) OR IF THE FACE OF THE ORIGINAL COPY OF AN ORDER SO INDICATES, IT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ENCLOSED HEREWITH.

XIII. South Carolina Purchase Orders in Excess of $100,000 Utilizing Federal Funds

In anticipation of a Medical University of South Carolina Purchase Order in excess of $100,000 being issued utilizing federal funds, your signature is necessary to indicate compliance.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended – Contracts and subgrants of amount in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 84-1 et seq) and the Federal Water Pollution Control Act as amended (33 U.S.C. et seq.). Violations shall be reported to the Federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

Bryd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
Debarment and Suspension (E.O. #’s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties excluded from Federal Procurement or Non-procurement programs in accordance with E.O. #’s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

XIV. I-312 INSTRUCTION AND REQUIREMENTS
Bidder/Offeror Re: SC Withholding Tax Amendments
Code Section 12-9-310 (A) (2) (3)
(Code Section 12-8-540 and 12-8-550 Revised 2/96)

Effective July 1, 1994, Section 49, Appropriations Bill, Part II Amended, Code Section 12-9-310 (A) (2) (3) to eliminate withholding from payments to nonresident contractors and rental recipients if the nonresident is registered or registers with the SC Department of Revenue or the SC Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect. This information will be included in IFB's and RFP's. Note: Effective 2/96, Code 12-8-540 and 12-8-550 as referenced below.

The affidavit will be retained by the entity or persons letting the contract to the nonresident. In the absence of an affidavit being provided, withholding will be required (Contracts -- 2%, Individual/Partner Rental or Royalty Recipients --7% and Corporation Rental or Royalty Recipients -- 5%).

The filing of the affidavit affirming registration by the nonresident eliminates the requirement to withhold by those letting contracts to nonresident as well as the posting of the surety bond by the nonresident. Enclosed is an affidavit and instructions to be used when contracting with nonresidents.

Forms to register for all taxes administered by the SC Department of Revenue may be obtained by calling the License and Registration Sect at (803) 737-4872 or writing the SC Department of Revenue, Registration Unit, Columbia, SC 29214-0140.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment to the nonresident where the payments under the contract exceed $10,000 in any one calendar year who is conducting business or performing personal services of a temporary nature in South Carolina. Note: This section does not apply to payment on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in South Carolina effective tax years beginning after December 31, 2000.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina secretary of state of the South Carolina department of revenue.
TERM AND DURATION OF AFFIDAVIT

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement; otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue

INTENT TO AWARD

Intent to Awards are maintained for public viewing in the Department of Procurement, Ste. 408, Harborview Tower Office Building, 19 Hagood Avenue, Charleston, SC.

Revised and/or updated 01/17/2013