

 UNIVERSITY OF SOUTH CAROLINA	REQUEST FOR PROPOSALS	Solicitation Number	USC-RFP-1944-CJ
		Date Printed	April 25, 2011
		Date Issued	April 25, 2010
		Procurement Officer	Charles Johnson
		Phone	803-777-2020
		E-Mail Address	Charles.Johnson@sc.edu

DESCRIPTION: Furnish, Deliver, Implement and Support a Comprehensive Service Desk System that is ITIL v3 Compliant for the University Technology Services of the University of South Carolina

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY: (Opening Date/Time): **May 16, 2011 3:00 PM** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **May 2, 2011 12:00 PM** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original in Hardcopy and five (5) copies marked 'Copy' plus one (1) Electronic Copy (Original Hardcopy Shall Prevail)**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

CONFERENCE TYPE: N/A	LOCATION:
As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	

AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 6/24/2011 . The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.	
NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax –exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	
DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.	
STATE OF INCORPORATION	(If Offeror is a corporation, identify the state of Incorporation.)
TAXPAYER IDENTIFICATION NO.	
(See "Taxpayer Identification Number" provision)	

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business) 	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) <hr/> Area Code - Number - Extension Facsimile <hr/> E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) _____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) _____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

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

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

Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

I. Scope Of Solicitation

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

It is the intent of the University of South Carolina to solicit proposals from qualified sources of supply to furnish, deliver, implement and support a comprehensive Service Desk system that is ITIL v3 compliant and provides a single point of contact for all University Technology Services (UTS) services in accordance with all the requirements stated herein.

MAXIMUM CONTRACT PERIOD — ESTIMATED (January 2006): From 7/6/2011 to 7/5/2016. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

II. Instructions To Offerors - A. General Instructions

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT - See clause entitled “Contract Documents & Order of Precedence.”

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

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

OFFEROR – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION (NOV 2007): Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS
(JANUARY 2006)

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS
CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-
10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the Offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

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

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DISCUSSIONS and NEGOTIATIONS (NOV 2007): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked Offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (JANUARY 2006) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

ETHICS CERTIFICATE (May 2008): By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

ILLEGAL IMMIGRATION CLAUSES (2008)

Procurement Code Transactions: Non-Construction

ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

Procurement Code Transactions: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its 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." Contractor agrees to include in any contracts with its subcontractors language requiring its 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. (An overview is available at www.procurement.sc.gov)

Other Transactions

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION (JAN 2004) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

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

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

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

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

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

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

SIGNING YOUR OFFER (JANUARY 2006) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS (JANUARY 2006) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

SUBMITTING REDACTED OFFERS (FEB 2007): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be

submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who

subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

II. Instructions To Offerors - B. Special Instructions

SUBMISSION OF QUESTIONS

Mark envelopes on questions mailed:

QUESTIONS: USC-RFP-1944-CJ

Title: Furnish, Deliver, Implement and Support a Comprehensive Service Desk System that is ITIL v3 Compliant for the University Technology Services of the University of South Carolina

Attn.: Charles Johnson

QUESTIONS MAY BE E-MAILED TO:

Charles.Johnson@sc.edu

FAXED TO:

803-777-2032

CONTENTS OF OFFER (RFP) – SPO (JAN 2006): (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.

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

MAGNETIC MEDIA – REQUIRED FORMAT (JAN 2006): As noted on the cover page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: **CD-R; DVD ROM; DVD-R; or DVD+R**. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX **are not acceptable** and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

PROTEST – PROTEST – CPO – ITMO ADDRESS (JUNE 2006) Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing (a) by email to protest-itmo@itmo.sc.gov, (b) by facsimile at 803-737-0102, or (c) by post or delivery to 1201 Main Street, Suite 430, Columbia, SC 29201. [02-2B120-1]

III. Scope of Work / Specifications

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (January, 2006): After award, all deliveries shall be made and all services provided to the location specified by the using Governmental Unit in its purchase order.

A. UNIVERSITY OF SOUTH CAROLINA BACKGROUND

The University of South Carolina (USC), founded in 1801, is one of the oldest and most comprehensive universities in the United States. The Columbia campus is the flagship institution in the eight (8) campus public University of South Carolina system, located in a diverse and thriving metropolitan community of over 450,000 people. The University of South Carolina has experienced considerable growth since the sixties with over 27,400 students enrolled at the Columbia campus, more than a third of whom are graduate students. Students from all states and over 130 foreign countries attend the University, with over 6,000 housed on campus. In addition, there are over 1,900 (full-time and part-time) faculty and over 2,800 staff at the University of South Carolina. The University has more than 240,000 alumni.

The University offers baccalaureate, masters and doctoral degrees through 17 colleges and schools. The baccalaureate degree is offered in over 70 major fields; the master's degree in over 100 fields; and doctorate in over 50 fields. The School of Law offers the J. D. Degree and the School of Medicine the M.D. degree. Exchange programs with over thirty foreign countries have been established at the University of South Carolina. Over fifteen research bureaus and institutes throughout the University provide research support and service in several disciplines.

Additional information may be obtained through USC's web site: <http://www.sc.edu/aboutusc/>.

B. INTRODUCTION

University Technology Services (UTS) is the central IT organization for the University of South Carolina. UTS provides a number of IT services to the university community and is responsible to address problems and fulfill requests for IT services. Currently the UTS Help Desk is the primary point of contact for assistance and for many service requests. Because the "ticketing system" used by the Help Desk was not designed as an incident management system, but as a communications request and billing system, it is extremely awkward to use and is largely ignored by personnel not a part of the Help Desk or telecommunications group. When tickets are assigned to others they are frequently ignored due to the complexity of managing the ticket and the fact that the antiquated "fat client" application introduces configuration complexities on users' desktop systems. To better service their customers, various groups within UTS have developed their own service request management systems. This introduces multiple points of contact to UTS for similar requests and is confusing to the requesting customers.

USC is in the midst of a multi-year effort to migrate thirty-five (35) year old COBOL applications from the mainframe to a Banner ERP system from SunGard Higher Education. This project, called OneCarolina, requires UTS personnel to simultaneously support existing systems, new auxiliary systems, and while transitioning to the new ERP environment. Business processes are changing dramatically to facilitate consistency across the eight USC campuses. As a result, USC functional staff that are not a part of UTS are being called upon to support users of specific applications within SunGard Banner. The increased personnel expectations have led UTS to look for avenues to remove or at least not add any additional burden. Outsourcing and hosted services are being considered as a strategic direction and not as stop-gap measures.

To address the current situation and the increasing complexity of IT support, UTS is launching an effort to implement IT Service Management (ITSM) based upon Version 3 of the IT Infrastructure Library (ITIL) standard. The capabilities of such an ITSM environment will enhance the ability to meet customer expectations and adapt to increased customer requirements more quickly and completely. UTS had bad experiences adopting solutions that were beyond the level of maturity of the organization and personnel. For the Service Desk implementation a cautious approach will be used to allow for growth in the maturity level of both the personnel and the organization before implementing a more complete ITIL solution.

The current USC IT authentication environment is based upon Microsoft Active Directory and Shibboleth (SAML 1.1 and 2.0). As a part of the OneCarolina initiative USC is moving to a common namespace for all campuses. This implementation will require that there be a new Enterprise Directory for system-wide authentication. This new authentication scheme will be implemented using Oracle Directory Server Enterprise Edition as well as Central Authentication Service 3.x (CAS) and Shibboleth 2.x. UTS standard practices do not allow for direct access to our directory by external applications, such as may be expected for a SaaS application.

Also related to OneCarolina is the plan to implement an enterprise portal based upon the implementation on the SunGard Luminis platform, which uses the open source LifeRay technology as a foundation. This portal will introduce Single Sign-On (SSO) for most of the enterprise level services used by students, faculty, and staff. Once the enterprise portal is implemented it will be required that the Service Desk functionality for Self-Service must be accessible from there as well. If technically feasible the SSO capability must be used, but the minimum requirement will be that the Self-Service capability be launched from the portal.

C. SPECIFICATION OF SCOPE OF WORK

The Contractor must perform the following work items in fulfillment of contractual requirements.

ITIL v3 Compliant Application

The Contractor must provide a hosted application to USC that delivers capabilities consistent with ITIL v3 practices. ITIL defines twenty-one (21) processes, most of which relate directly to the phases of its Service Life Cycle. Seventeen (17) of the processes are not being implemented as a part of this contract, but the four (4) that have been identified as critical to the success of the initial implementation of the UTS Service Desk must be provided by the Contractor. In addition to the four (4) mandatory processes the Contractor must also provide any of the other seventeen (17) processes that, due to specifics of the Contractor's implementation, were identified in the proposal as prerequisite or necessary to support any or all of the four (4) required processes.

The Contractor must deliver the following four (4) processes for the implementation of the UTS Service Desk. The Contractor's product may not use the specific ITIL terminology, but the requirement remains for the capabilities of these processes to be implemented through relevant product modules in the SaaS solution. **Any general capabilities that are necessary to support the ITIL processes must also be provided.**

Incident Management

An incident is an unplanned interruption of an IT service or a reduction in the quality of an IT service. This definition extends to include the identification of the failure of a configuration

item (CI) that has not yet impacted the IT service. Incidents are categorized to be able to identify who should work on them and to more easily identify trends that may be developing.

The Incident Management process is focused upon restoring normal service as quickly as possible in order to minimize impact upon business operations. Mandatory requirements for the Incident Management process are identified in Subsection D.

Request Fulfillment

A service request is a request from a user for information, for advice, for a standard change, or for access to an IT service.

The purpose of Request Fulfillment is to enable user to make such request and receive these services; to provide information to users for how to request and obtain the services; to ensure delivery of the services; and to assist with general information, complaints, and comments. It includes tracking and logging progress on requests as well as the approval process required before fulfilling the request. Mandatory requirements of the Request Fulfillment process are identified in Subsection D of this section.

Knowledge Management

The goal of Knowledge Management is to ensure that the right person has the right information at the right time to deliver and support the services required by the business. This results in:

- More efficient services with improved quality
- Clear and common understanding of the value being provided by the services
- Relevant information that is always available

Mandatory requirements for the Knowledge Management process are identified in Subsection D of this section.

Problem Management

A problem is a cause of one or more incidents. As the cause is not generally known at the time that a problem is created, the Problem Management process is responsible for further investigation.

The primary goals of Problem Management are (1) to prevent problems from occurring, which reduces the number of new incidents that occur, (2) to resolve the causes of the existing incidents so that they do not recur, and (3) minimize the impact of incidents that cannot be prevented. Mandatory requirements for the Problem Management process are identified in Subsection D of this section.

The following seventeen (17) processes are not required from the Contractor for the initial implementation of the UTS Service Desk. However, if they were identified in the Contractor's proposal as prerequisite or necessary process(es) to support any or all of the entire set of the four (4) mandatory processes, they will be considered as mandatory processes for purposes of the contract.

These processes are not placed in any definitive order of preference, but the order is based upon a general idea of the pain points that need to be addressed sooner than others.

- (1) Service Asset and Configuration Management

- (2) Change Management
- (3) Release and Deployment Management
- (4) Service Level Management
- (5) Service Catalog Management
- (6) Service Portfolio Management
- (7) Service Validation and Testing
- (8) Information Security Management
- (9) Financial Management
- (10) Event Management
- (11) Availability Management
- (12) Capacity Management
- (13) Demand Management
- (14) Supplier Management
- (15) Access Management
- (16) Transition Planning and Support
- (17) IT Service Continuity Management

Because UTS is interested in expanding the ITIL implementation at a later time to include other processes, it is important that the Contractor has implemented or plans to implement them in the future. The Contractor must provide UTS with a product roadmap for the planned availability of any of these seventeen (17) processes. The roadmap must be kept up to date by the contractor with regard to planned implementation of the process and to include any other new features that may be of interest to USC for future deployments.

Administration

In providing a SaaS solution the Contractor must administer all of the hardware platforms, operating system, and supporting software such as database and networking software in the hosted environment. All platform-related software patches and updates are the responsibility of the Contractor. Any hardware upgrades necessary to fulfill the agreed upon level of service are also the responsibility of the Contractor.

The initial application administration activities are to be performed by the Contractor as a part of the Implementation. After the Implementation, it is expected that the Contractor will transfer the primary application administration responsibility to UTS. These UTS administration duties must be explicitly identified by the Contractor and agreed upon by UTS management. Transition of the administration responsibility from the Contractor to UTS will not occur until the duties are identified and agreed upon and the UTS administration personnel have been properly trained.

Mandatory requirements for Administration are identified in Subsection D of this section and Desirable Features and Characteristics for Administration are identified in Subsection E of this section.

Implementation

The Contractor must perform the implementation of the Service Desk application to be hosted on the Contractor's site. The Contractor must develop and document a detailed implementation plan with UTS personnel providing information regarding the service management processes to be utilized at the University. Requirements for UTS personnel assistance during the implementation must be clearly identified and quantified in the plan along with a schedule of when such personnel will be needed.

The implementation plan must identify the Contractor's single point of contact for implementation coordination and issues resolution. If the implementation requires that Contractor personnel be on the

USC campus, specific needs for such personnel must be identified in the plan. The plan must include Contractor availability post-implementation for at least 60 days to assist in making appropriate process corrections as required. UTS management personnel will have the final approval authority for the implementation plan.

Mandatory requirements for Implementation are identified in Subsection D of this section and Desirable Features and Characteristics for Implementation are identified in Subsection E of this section.

Training

The Contractor must provide quality instructional services and documentation related to the Service Desk solution. Initial training must cover all aspects the Service Desk solution necessary for rollout and for ongoing system support immediately thereafter. Training must initially be provided for UTS administrators and personnel who will be daily users of the application. As other groups of users are introduced to the Service Desk solution, appropriate training must be available in an appropriate format for timely delivery.

Mandatory requirements for Training are identified in Subsection D of this section and Desirable Features and Characteristics for Training are identified in Subsection E of this section.

Customer Service and Support

Like all major universities, USC operates according to a strict academic calendar. Students and faculty are highly dependent upon the availability of IT services throughout the year, but especially during exam weeks. USC staff needs access to IT services on a daily basis, but most critically during student registration, grade reports, payroll production, and end of year accounting. Because UTS will be dependent upon the Service Desk application to identify and respond to interruptions or degradation in the quality of IT services, the Contractor's support agreement must guarantee high service levels for up time. Contractor maintenance windows must not necessitate lengthy outages at any time, but especially during afore mentioned times.

An online self-support capability for the Service Desk application itself must be available and accessible to UTS administrators at all times. A comprehensive knowledge base must be provided by the Contractor for UTS administrators to search for answers to frequently reported issues or instructions to accomplish application tasks. The Contractor must have technical support staff readily available 24/7/365 to quickly resolve Service Desk application issues reported by UTS. Any call-in wait times must not exceed 5 minutes.

Mandatory requirements for Customer Service and Support are identified in Subsection D of this section and Desirable Features and Characteristics for Customer Service and Support are identified in Subsection E of this section.

D. SPECIFICATION OF MANDATORY REQUIREMENTS

There are several fundamental (mandatory) requirements that must be met by the Contractor for each of the required ITIL processes, as well as for implementation, training, and customer service/support.

Mandatory Requirements – General

The following requirements are not specific to any one process, but are mandatory of the application in general.

- (1) The hosted ITIL v3 compliant Service Desk application must be provided by the Contractor as “Software as a Service” (SaaS) and it must be accessible from any Internet-connected computer or device utilizing any of the supported web browsers over secure network connections.
- (2) All traffic to and from the hosted Service Desk application must be encrypted.
- (3) The Contractor must deliver an application that is Internet accessible from leading web browsers on current operating systems (including 64-bit Microsoft Windows 7). Support for the following browsers is mandatory:
 - a. Microsoft Internet Explorer
 - b. Mozilla Firefox
 - c. Safari
 - d. iPad and iPhone browsers
 - e. Android browsers
 - f. Blackberry browsers
- (4) If any servers are required by the Contractor to be located in the USC environment to support the Service Desk application, they must be supported on VMware servers with either the Red Hat Linux or Microsoft Windows Server operating system.
- (5) If any database components of the proposed solution are required to be located at USC and supported by UTS personnel, they must be supportable on either Microsoft SQL Server or Oracle. Data must be supportable on a high-speed SAN rather than on local disks.
- (6) USC considers all data entered into the SaaS application or derived from the application as private to the university. This is especially true of any identifying information for any user of the application. The Contractor must protect USC data from access by unauthorized persons or programs.
- (7) The Contractor’s solution must provide an “auto fill” capability. When user identifying information is entered other fields are automatically populated with previously captured data.
- (8) User authentication must use current USC logon credentials.
- (9) User passwords may not be stored by the SaaS application.
- (10) The user authentication mechanism must be consistent with the USC environment, capabilities, and policies as described previously in Subsection B of Section III. Scope of Work / Specifications.
- (11) User profiles must be prepopulated or populated at the time of user logon. Depending upon the selected authentication scheme it may be possible for profile related information to be returned by USC in the logon request.
- (12) System inactivity timeout values for Service Desk users must be configurable on an individual user basis and/or based upon user roles.
- (13) It is mandatory that the proposed solution enables application integration and/or the sharing of data with other systems or applications through Application Programming Interfaces (APIs), web service interfaces, and/or Import/Export utilities.
- (14) Incidents, Service Requests, and Problems must be assignable to a specific Service and subcomponent or Configuration Item (CI). An option for an ‘unknown’ subcomponent must be available for circumstances where the subcomponent cannot be immediately identified.

- (15) Multiple pre-configured reports must be provided by the Contractor's solution. Capability for custom and ad hoc reports must also be provided.
- (16) The Contractor solution must be capable of notifying Self-Service IT customers and Service Desk application users of changes to any items created by them or assigned to them.

Mandatory Requirements - Administration

The following requirements are mandatory for Administration responsibilities placed upon UTS by the Contractor.

- (1) The Contractor must be explicit with regard to the administrative responsibilities that will be required of UTS and which administrative duties will be performed by the Contractor.
- (2) Administrative user interfaces to be used by UTS personnel must be browser-based and must not require intimate knowledge of the underlying software implementation of the solution.
- (3) Administrative functions and capabilities must not be visible to any users who do not have administrative permissions.
- (4) The solution must provide one or more alternate administrative-level usernames and passwords to be used in the event that access to USC credentialing is disrupted. These accounts would be used by Service Desk personnel to access the SaaS application only for emergency or behind the scenes administration functions.
- (4) The Contractor's solution must provide a means of managing user rights and privileges, as well as safeguarding the system data from unauthorized individuals who may have malicious intent.
- (5) The solution must provide a means for UTS technical administrators to create, modify, and delete process workflows and/or work queues without necessitating assistance or intervention from the Contractor.

Mandatory Requirements - Self-Service

The following requirements are mandatory for Self-Service.

- (1) A Self-Service function must be available to all of the IT customers supported by UTS. It must be accessible over the Internet and it must include user authentication to verify that the person attempting to use the Self-Service function is known to USC and has access rights to the application.
- (2) A page with a menu of selections available to the Self-Service customer must be presented. This page must allow for institution-specific branding to include University of South Carolina colors and logo.
- (3) The Self-Service interface must not be cluttered and disorganized. To avoid the complexity and confusion caused by a Self-Service menu page with a huge number of possible selections, the capability to present higher level groupings, which upon selection present one or more pages with more detailed selection opportunities must be provided.
- (4) The Self-Service logon page must have a link to a USC page for persons who have an expired password, have forgotten their logon credentials or have not yet received USC logon credentials. The USC page will provide appropriate instructions, contact information, and hyperlinks to guide the person to a corrective action.
- (5) At the time of the initial deployment of the Service Desk there will be more than 40,000 persons who must be capable of initiating Self-Service requests. The requirement is not to support that many concurrent logons, but that these individuals must have logon capability with appropriate USC logon credentials.

Mandatory Requirements - Incident Management

The following requirements are mandatory for the Incident Management process.

- (1) The Contractor must support a multi-tiered escalation model for Incident Management. An automation capability must exist to support incident escalation based upon the service and subcomponent.
- (2) All actions and steps taken to restore service to the IT customer must be recordable for audit purposes and as background information for technical staff performing Problem Management related to the incident.
- (3) The Contractor's solution must enable logging and tracking of the progress toward restoring of the service to the user. This status information must be available to the requestor through a Self-Service interface.

Mandatory Requirements - Request Fulfillment

The following requirements are mandatory for the Request Fulfillment process.

- (1) The Contractor's solution must support customizable escalation and approval flows based on the selection of a specific Service and subcomponent. The Service Desk agent must be led through the flow or the system must have the capability to automatically take the appropriate next action.
- (2) The Contractor's solution must enable logging and tracking of the progress toward fulfillment of each service request. The fulfillment status must be available to the requestor through a Self-Service interface.
- (3) The capability to assign a technician to fulfill a service request must be provided.
- (4) The Service Request must include the necessary information for service order billing systems. Where such information is not explicitly included the Service Order Form must be customizable to add fields or templates for information that the University may need for billing, auditing, or other purposes.

Mandatory Requirements - Knowledge Management

The following requirements are mandatory for the Knowledge Management process.

- (1) The Knowledge Management process must include a knowledge base component that can be easily extended with knowledge acquired during day-to-day operations.
- (2) "Cut-and-paste" from other knowledge sources must be supported.
- (3) Knowledge Management searches must be available from within Incident Management, Request Fulfillment, and Problem Management, as well as through the Self-Service functions.

Mandatory Requirements - Problem Management

The following requirements are mandatory for the Problem Management process.

- (1) Service Desk users must be able to create a problem entry directly from the Incident Management process.
- (2) The capability to relate a problem entry to a set of previously reported incidents must be provided.
- (3) The capability to attach artifacts related to investigation of the problem must be included. This includes document attachments as well as screen shots.

- (4) The capability to record and track all activities related to the management of each problem entry must be provided. When the problem is assigned to a team rather than to an individual, any member of the team must be able to add status and artifacts to the record.

Mandatory Requirements - Implementation

The following requirements are mandatory for the Implementation.

- (1) The Implementation Plan to be developed and documented by the Contractor must include the activities necessary for the current Pinnacle “ticketing system” to be abandoned in favor of the new Service Desk application.
- (2) The set of IT services currently supported by Pinnacle must be configured into the Service Desk application prior to going live.

Mandatory Requirements - Training

The following requirements are mandatory for Training.

- (1) The Contractor must document a Training Approach and Plan that describes how University staff will be trained to use and administer the proposed system. It must include alternative methods of training, such as on-site courses, WebEx seminars, and Computer-Based Training.
- (2) Before application upgrades that will change any Service Desk user interaction with the system are introduced into the production environment training must be available to UTS.

Mandatory Requirements - Customer Service and Support

The following requirements are mandatory for Customer Service and Support.

- (1) The Service Desk application must be highly available to all potential users. This is especially critical during peak times of the academic year. Though the UTS Service Desk is not to be manned 24/7, the Self-Service capability must be available to faculty, staff, and students at all hours. The academic calendar can be viewed at <http://registrar.sc.edu/html/Calendar/>.
- (2) A means of testing implementations and system changes by USC, or validation by other acceptable means, before they are placed into production must be provided by the Contractor.
- (3) University data must be backed up in a manner that ensures restoration can be accomplished in a timely manner without loss of important information or system down-time.

E. SPECIFICATION OF DESIRABLE FEATURES AND CHARACTERISTICS

In addition to the mandatory requirements, any of the following Desirable Features and Characteristics to be delivered by the Contractor must be consistent with the description provided in its proposal. The Contractor will not be required to deliver those that are not included in its proposal or subsequent contractual or product documentation.

Desirable Features and Characteristics - General

The following desirable features and characteristics are not specific to any one process, but are relevant to the application in general.

- (1) Support for web browsers beyond those required in Subsection D is desirable due to the diversity of users in the USC environment. (Highly Desirable)
- (2) It is desirable that the proposed solution makes use of the latest technologies that have been generally accepted as stable and beneficial for use and support. For example, such things as Ajax make the user interface more usable and less frustrating than requiring that the user navigates away from a page. (Desirable)
- (3) Notification services should be customizable by each user to allow for immediate notifications, daily batches, or to have them completely suppressed. (Highly Desirable)
- (4) Users should be able to subscribe interest for notification for items not assigned to them. (Highly Desirable)
- (5) Users and/or managers should be able to block out times personnel will not be available to service incidents or service requests. Any assignments to the individual during such a time, directly or via automated escalation, should be rejected by the application. (Highly Desirable)
- (6) Users should be able to identify a proxy for times they will not be available. Any assignments, directly or via automated escalation, should be automatically routed to the configured proxy. (Highly Desirable)
- (7) An authentication scheme based upon SAML 2.0 should be available via Shibboleth. (Highly Desirable)
- (8) An authentication scheme based upon SAML 1.1 should be available via Shibboleth. (Desirable)
- (9) An authentication scheme based upon Central Authentication Service (CAS)/SAML 1.1 should be available. (Desirable)
- (10) An authentication scheme based upon a web service interface should be available. (Desirable)
- (11) The selected authentication scheme should have been implemented by the Contractor in other engagements, preferably in a higher education environment. (Desirable)
- (12) The authentication mechanism should support passing of agreed upon user information from USC in the logon request response to populate the appropriate fields in the user profile record within the application. (Highly Desirable)
- (13) The capability to convert an incident into a service request and vice versa should be provided. (Highly Desirable)
- (14) The application should be configurable to support Service Desks on remote campuses to serve beneath a central Service Desk on the main campus. (Highly Desirable)

Desirable Features and Characteristics - Administration

The following desirable features and characteristics are relevant to Administration responsibilities placed upon UTS by the Contractor.

- (1) Administration permissions and capabilities should be configurable by individual, group, and/or role so that certain functions can be distributed or isolated as is appropriate. (Highly Desirable)
- (2) For an administrative user a single logon should provide access to all user and administrative capabilities assigned to the individual or the assigned role. (Highly Desirable)

Desirable Features and Characteristics - Self-Service

The following requirements are desirable features and characteristics are relevant to Self-Service.

- (1) The Self-Service interface selection page should be easily customizable to include graphics and/or icons to more quickly identify groupings of related functions. (Highly Desirable)

Desirable Features and Characteristics - Incident Management

The following desirable features and characteristics are relevant to the Incident Management process.

- (1) An automated queue manager should be able to assign incidents to the next available technician and/or to load balance the work for a set of technicians assigned to a particular work queue. (Highly Desirable)
- (2) Incidents should be automatically assignable to an available technician based upon skill area and level of expertise as configured into the application. (Highly Desirable)

Desirable Features and Characteristics - Request Fulfillment

The following desirable features and characteristics are relevant to the Request Fulfillment process.

- (1) The approver of the service request should be able to manually add the request to a technician's work schedule. (Desirable)
- (2) An automated queue manager should be able to assign approved service requests to a technician's work schedule. (Highly Desirable)
- (3) The solution should have a capability to schedule appointments to fulfill service requests. (Highly Desirable)
- (4) The solution should have the capability to integrate scheduled appointments into Microsoft Outlook. (Highly Desirable)
- (5) The Service Request should include the following or comparable data fields that are applicable to billing for the request fulfillment: (Highly Desirable)
 - a. Chargeback/Billing Code
 - b. Equipment/Materials Description
 - c. Labor Hours
 - d. Duration
 - e. Customer account number(s) to service request
 - f. Rate estimates for service requests (pre and post estimate)
 - g. Rate estimates in portal view
- (6) Services should be configurable as billable or non-billable. (Highly Desirable)
- (7) If the service selected is billable the account to be charged must be provided before approval is accepted. (Highly Desirable)
- (8) When the service is not billable the account to be charged will be greyed out. (Desirable)
- (9) The Service Request system should have the capability to provide a higher level of abstraction representing multiple service requests. For example, a request to perform IT provisioning for a new employee whereby individual service requests are generated for each of the services selected for the person (e.g. email account, telephone, laptop). (Highly Desirable)

Desirable Features and Characteristics - Knowledge Management

The following desirable features and characteristics are relevant to the Knowledge Management process.

- (1) It is desirable that short videos and slide shows can be included in the knowledge base to show customers how to perform common tasks in support of the IT services provided. (Highly Desirable)
- (2) The ability to moderate knowledge submissions must be available in order to facilitate opening the Knowledge Management system for inputs from the broad USC community. (Desirable)
- (3) The capability to import technical knowledge content from 3rd party providers should be supported. (Highly Desirable)
- (4) Providing linkage between and among related articles should be supported. (Highly Desirable)
- (5) Content of embedded or attached documents should be searchable in the Knowledge Management solution. (Highly Desirable)
- (6) The Knowledge Management system should have an enhanced capability for the creation of scripted responses to be used by Service Desk personnel. (Highly Desirable)

Desirable Features and Characteristics - Problem Management

The following desirable features and characteristics are relevant to the Problem Management process.

- (1) There should be a capability to assign a problem to an individual or to a team of people. (Highly Desirable)

Desirable Features and Characteristics - Implementation

The following desirable features and characteristics are relevant to the Implementation.

- (1) Should third party services be used for any portion of implementation, the provider of such services should be a certified partner of the Contractor. (Highly Desirable)

Desirable Features and Characteristics - Customer Service and Support

The following desirable features and characteristics are relevant to Customer Service and Support.

- (1) A single point of contact for all USC requests should be provided. (Highly Desirable)

Desirable Features and Characteristics - Training

The following desirable features and characteristics are relevant to Training.

- (1) Recordings of training sessions should be available online for use “on demand” for users to refresh or to get a jump start on Service Desk functions. (Highly Desirable)

IV. Information for Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT - GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

PROPOSAL CONTENTS

To be considered for award, all proposals must include, as a minimum, the following information. **All information should be presented in the listed order:**

A. Submittal Letter/Executive Overview

1. Each Offeror's proposal should be accompanied by a Submittal Letter clearly identifying the individual authorized to sign contracts on behalf of the Offeror. The email address to send all notices relative to a contract and the name of the individual to who notices should be included.
2. Each Offeror's proposal should include an Executive Overview of its proposed solution and an explanation demonstrating the Offeror's understanding of the needs of the University as expressed in this solicitation and how its proposed system will satisfy the University's needs.

B. Addressing Subsection C of Section III. Scope of Work / Specifications of the solicitation.

1. Process / Product Mapping

Provide a detailed product roadmap for all twenty-one (21) of the ITIL v3 processes identified in Subsection C of Section III. Scope of Work / Specifications of the solicitation. Include a mapping of all product components required to implement each ITIL process. Provide a clear description of the functionality provided for each process.

Indicate whether the components are currently available. For those planned but not available provide an estimate of availability. Include in the roadmap components of a general nature, such as Self-Service and User Authentication, which are required to support the ITIL components.

2. Implementation Overview

Provide an overview of the approach used in performing an implementation of the proposed solution. Include the types of activities to be performed and describe the general responsibilities of the Offeror and the customer. Details are to be provided in Sections C.7 and D.7 of the proposal.

3. Training Overview

Provide an overview of the approach used train customer personnel in the use of the proposed solution. Describe the availability of training during the implementation stage and for ongoing training of new users. Details are to be provided in Sections C.8 and D.8 of the proposal.

4. Customer Service and Support Overview

Provide an overview of the approach used to provide customer service and support the proposed solution. Describe how customer support is monitored and measured. Provide a copy of your company's Standard Support Agreement (that is labeled "SAMPLE") to include a complete description of service levels for up time, maintenance windows, system responsiveness, and other relevant details. Other requirement details are to be provided in Sections C.9 and D.9 of the proposal.

C. Addressing Subsection D. Mandatory Requirements of Section III. Scope of Work / Specifications of the solicitation.

For each area below, Offeror must provide a complete description for how the proposed solution meets/exceeds the University's Mandatory Requirements in Subsection D. Section III of the solicitation. Offeror must restate each Mandatory Requirement in the order presented in Subsection D of Section III. Scope of Work / Specifications of the solicitation and provide its responses immediately thereafter.

1. Mandatory Requirements - General
2. Mandatory Requirements - Self-Service
3. Mandatory Requirements - Incident Management
4. Mandatory Requirements - Request Fulfillment
5. Mandatory Requirements - Knowledge Management
6. Mandatory Requirements - Problem Management
7. Mandatory Requirements - Implementation
8. Mandatory Requirements - Training
9. Mandatory Requirements - Customer Service and Support

D. Addressing Subsection E. Desirable Features and Characteristics of Section III. Scope of Work / Specifications of the solicitation

For each area below, Offeror must provide a complete description for how the proposed solution meets and/or exceeds the University's Desirable Features and Characteristics in Subsection E. Section III of the solicitation. For each Desirable Feature or Characteristic that Offeror has the ability to perform from Subsection E of Section III of the solicitation, the

Desirable Feature or Characteristic must be restated in the order presented and the response must be provided immediately thereafter.

1. Desirable Features and Characteristics - General
2. Desirable Features and Characteristics - Self-Service
3. Desirable Features and Characteristics - Incident Management
4. Desirable Features and Characteristics - Request Fulfillment
5. Desirable Features and Characteristics - Knowledge Management
6. Desirable Features and Characteristics - Problem Management
7. Desirable Features and Characteristics - Implementation
8. Desirable Features and Characteristics - Training
9. Desirable Features and Characteristics - Customer Service and Support

E. Business Proposal – Total Cost of Ownership

1. Cost of the Solution

The total cost to Furnish, Deliver, Implement and Support a Comprehensive Service Desk System that is ITIL v3 Compliant for the University Technology Services of the University of South Carolina in accordance with the requirements stated herein. No other charges will be considered by the University.

(a) Provide the total (bottom line) cost of the overall proposal

(b) Subscription Costs

- (1) Annual Subscription Cost – based upon an estimate of 60 Daily users, unlimited Self-Service users, and 200 Infrequent users, where Infrequent users only use the application 0-5 times a month on average but they must have application access if required.

Include annual subscription costs for the first years and four optional years.

- (2) Per Unit Cost for User Types – provide a per unit cost for the addition of new users in each of the three categories; Self-Service, Daily, and Infrequent; these unit costs are to be for the full term of the contract, which can be up to five years

Describe any requirements and the process for a “true up” on the numbers of actual users.

(c) Cost Breakdown by Module

- (1) Provide the individual cost for each of the product modules included in the proposal; if modules are bundled identify the makeup and cost of each bundle
- (2) If the proposed Service Desk implementation requires product modules not specifically called out in the RFP, but necessary to the solution, a list and description for each must be provided along with the associated costs.

(d) Cost of Implementation

- (1) Provide detailed costs for the implementation approach described in Subsections C and D above.

(e) Cost of Training

- (1) Provide detailed costs for the training described in Subsections C and D above.
- (2) Provide information related to how the cost of initial and ongoing training provides advantages to USC

(f) Cost of Customer Service and Support

- (1) Provide detailed costs for the customer service and support described in Subsections C and D above.

2. Additional Value to the University

(a) Optional Services

- (1) The Offeror should describe any optional services that may be of value to the University. Provide the value proposition in the description.
- (2) Provide the cost model for each optional service described.

(b) USC Operational Costs

- (1) The Offeror should describe how the approach used for the proposed solution decreases the operational costs for USC. Include how the support model decreases the investment of UTS personnel in supporting and administering the proposed solution.

(c) Future Expansion of ITIL at USC

- (1) The Offeror should describe how the cost model and product bundling would provide advantages to USC if and when new ITIL modules are added.
- (2) Provide current costs for each ITIL module and bundle currently available. For bundles describe the contents. These costs are not to be included in the total cost of the proposal, nor will they be held to any time commitment beyond contract negotiations.

(d) Other Information Relevant to Total Cost of Ownership

- (1) The Offeror should describe other matters that need to be considered when looking at the Total Cost of Ownership for the proposed solution.

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? Yes NO

Is the bidder a Minority Business certified by another governmental entity? Yes NO

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? Yes NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

V. Qualifications

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

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

Due to the complexity and diversity of IT support at large universities, the experience that Offerors have in such institutions is expected to provide an advantage to USC. Offerors must, therefore, have a well-established user base in higher education. In its proposal, each offeror must provide the names of references of at least three (3) universities of equal or greater size of USC in terms of numbers of full-time students. Include all relevant contact information for the references including but not limited to contact person's name, telephone number, and current e-mail address. Offeror's references will be checked as a part of the evaluation process. Overall favorable references are a requirement.

VI. Award Criteria

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

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

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

Stage 1 Evaluation

Evaluation of proposals will be executed in two stages. The first stage evaluation will be based upon the written proposals using these evaluation factors, which are listed in order of importance.

- **Mandatory Requirements Assessment** – the proposals will be evaluated to assess not only whether the requirements are met, but also how well they are met and whether the approach described provides significant advantage to USC.
- **ITIL Product Coverage** – assessment of the road map coverage for all of the processes in ITIL v3 to provide assurance for the opportunity for UTS growth in ITIL discipline as the organization matures to embrace other ITIL processes beyond the four (4) for the Service Desk.
- **Implementation and Support Strategy** – the proposals will be evaluated to assess the timeliness, appropriateness, and ease of implementation, training and support. Attention to the amount of personnel and time that UTS must commit is a significant consideration.
- **Desirable Features and Characteristics** – the Desirable Features and Characteristics described in the proposal will be evaluated on depth and breadth of coverage, the value of the approach in providing significant advantage to USC, and the degree of desirability (Highly Desirable versus Desirable)
- **Business Proposal** – The total cost to Furnish, Deliver, Implement and Support a Comprehensive Service Desk System that is ITIL v3 Compliant for the University Technology Services of the University of South Carolina in accordance with the requirements stated herein. No other charges will be considered by the University.

At the completion of the First Stage evaluation, all offerors whose proposals receive cumulative scores of eighty-five percent (85%) or greater of the total points available from the evaluation committee will advance to the second stage evaluation.

Stage 2 Evaluation

In the second stage, Offerors with qualifying proposals from the Stage 1 evaluation will be asked to provide a demonstration of their proposed solution. Demonstrations will be scheduled starting on June 6, 2011 with one demonstration scheduled each day from 9:00am to 12:00pm EDT. Demonstrations will continue on a daily basis until all qualifying proposals from Stage 1 have been demonstrated. Offerors will not be allowed to request a specific day for their demonstration. These assignments will be made by the Procurement Officer.

No onsite demonstrations will be performed. The Offeror will be responsible for setting up an online demonstration capability, such as WebEx, Microsoft Live Meeting, or Adobe Connect. A teleconference bridge must also be provided by the Offeror. Information for connecting to the online demonstration must be provided to the Procurement Officer at least 48 hours in advance of the demonstration so that USC personnel can verify that the connection requirements can be achieved from the USC campus. The Offeror will also be responsible to ensure that all of their parties participating in any portion of the demonstration will be available online during the entire time. Technical issues, other than USC-specific issues, are the responsibility of the Offeror. Demonstrations will not be rescheduled and time lost to correct technical issues will not be used to extend the time for the demo.

Due to the fact that this demonstration format does not assess connectivity and response time from the USC campus the Offeror is to provide USC with a username and password to the live environment for purposes of validating for a period of up to 10 days of the demonstration. At the end of the 10 day period the user account can be removed.

Demonstration Agenda

The Offeror will demonstrate scenarios for Incident Management, Request Fulfillment, Problem Management, Administration, and Knowledge Management. Because ITIL solutions can vary widely in their approaches these scenarios are not scripted. To do so might inadvertently provide unfair advantage to some Offerors or penalize others due to the uniqueness of the individual applications. Scenarios are to be demonstrated by each qualified Offeror within the identified time allotments for each.

All questions from the evaluation team will be held until the Q&A period at the end of the demonstration. Any persons participating in any way must be available for the entire demonstration period. The only allowable breaks are the two ten minute breaks that are scheduled. The host of the demonstration is expected to be online by 8:45am so that USC can connect and work through any last minute issues. The start and stop times for each activity are included. It is not required that the full allotment is used, but the duration cannot be exceeded.

In demonstrating the scenarios that follow, the Offeror should be certain to include all Self-Service related Mandatory Requirements from Subsection D of Section III Scope of Work / Specifications of the solicitation and all Desirable Features and Characteristics related to Self-Service that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation. The time allotted for Self-Service is factored in the scenarios.

Likewise the Offeror may choose to include elements of a future scenario in the context of an earlier one. For example, during the Incident Management scenario it would be reasonable to assume that any integration with Knowledge Management might be demonstrated at that time. The Offeror is accountable to manage the time for each scenario regardless of the content. It is also the responsibility of the Offeror to ensure that all of the expectations to demonstrate Mandatory Requirements and Desirable Features and Characteristics are covered in at least one of the scenarios.

(1) **Scheduled start and end times: 9:00am-9:35am EDT**

This 35 minute time period may not be exceeded.

Before initiating the following scenario the Offeror must provide a brief introduction to the user interface(s) of the proposed solution to orient the evaluation panel to the major components. 5 minutes has been added to this scenario to account for this introduction.

Perform an Incident Management scenario in a manner that is most appropriate for the proposed solution. The scenario demonstration must cover all of the following points in 35 minutes or less:

- Highlight each of the Mandatory Requirements for Incident Management from Subsection D of Section III Scope of Work / Specifications of the solicitation.
- Highlight General Mandatory Requirements from Subsection D of Section III Scope of Work / Specifications of the solicitation that the Offeror deems relevant to Incident Management.
- Highlight any Desirable Features and Characteristics for Incident Management that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation.
- Highlight any Desirable Features and Characteristics - General that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation that the Offeror deems relevant to Incident Management.

(2) **Scheduled start and end times: 9:35am-10:00am EDT**

Start and end times may be adjusted if the previous sections were completed earlier, but the 25 minute time period cannot be exceeded.

Perform a Request Fulfillment scenario in a manner that is most appropriate for the proposed solution. The scenario demonstration must cover all of the following points in 25 minutes or less:

- Highlight each of the Mandatory Requirements for Request Fulfillment from Subsection D of Section III Scope of Work / Specifications of the solicitation.
- Highlight General Mandatory Requirements from Subsection D of Section III Scope of Work / Specifications of the solicitation that the Offeror deems relevant to Request Fulfillment. Any General Mandatory Requirements demonstrated in a previous scenario need not be repeated.
- Highlight any Desirable Features and Characteristics for Request Fulfillment that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation.
- Highlight any Desirable Features and Characteristics - General that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation that the Offeror deems relevant to Request Fulfillment. Any Generally Desirable Features and Characteristics demonstrated in a previous scenario need not be repeated.

(3) **Scheduled start and end times: 10:00am-10:10am EDT**

Start and end times may be adjusted if any previous sections were completed earlier, but the 10 minute time period cannot be exceeded.

This is the first of two short break periods. Complete your business and return promptly. The demonstration may not continue until all persons have returned.

(4) **Scheduled start and end times: 10:10am-10:30am EDT – Start and end times may be adjusted if earlier sections were completed earlier, but the 20 minute time period cannot be exceeded**

Perform a Problem Management scenario in a manner that is most appropriate for the proposed solution. The scenario demonstration must cover all of the following points in 20 minutes or less:

- Highlight each of the Mandatory Requirements for Problem Management from Subsection D of Section III Scope of Work / Specifications of the solicitation.
- Highlight General Mandatory Requirements from Subsection D of Section III Scope of Work / Specifications of the solicitation that the Offeror deems relevant to Problem Management. Any General Mandatory Requirements demonstrated in a previous scenario need not be repeated.
- Highlight any Desirable Features and Characteristics for Problem Management that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation.
- Highlight any Desirable Features and Characteristics - General that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation that the Offeror deems relevant to Problem Management. Any Generally Desirable Features and Characteristics demonstrated in a previous scenario need not be repeated.

(4) **Scheduled start and end times: 10:30am-11:00am EDT – Start and end times may be adjusted if earlier sections were completed earlier, but the 30 minute time period cannot be exceeded**

Perform an Administration scenario in a manner that is most appropriate for the proposed solution. The scenario demonstration must cover all of the following points in 30 minutes or less:

- Highlight how the Administration component is used during the Implementation and by whom (Offeror, USC, or both)
- Highlight each of the Mandatory Requirements for Administration from Subsection D of Section III Scope of Work / Specifications of the solicitation.
- Highlight General Mandatory Requirements from Subsection D of Section III Scope of Work / Specifications of the solicitation that the Offeror deems relevant to Administration. Any General Mandatory Requirements demonstrated in a previous scenario need not be repeated.
- Highlight any Desirable Features and Characteristics for Administration that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation.
- Highlight any Desirable Features and Characteristics - General that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation that the Offeror deems relevant to Administration.

Any Generally Desirable Features and Characteristics demonstrated in a previous scenario need not be repeated.

- (5) **Scheduled start and end times: 11:00am-11:10am EDT – Start and end times may be adjusted if earlier sections were completed earlier, but the 10 minute time period cannot be exceeded**

This is the second of two short break periods. Complete your business and return promptly. The demonstration may not continue until all persons have returned.

- (6) **Scheduled start and end times: 11:10am-11:30am EDT – Start and end times may be adjusted if earlier sections were completed earlier, but the 20 minute time period cannot be exceeded**

Perform Knowledge Management scenario in a manner that is most appropriate for the proposed solution. The scenario demonstration must cover all of the following points in 20 minutes or less:

- Highlight each of the Mandatory Requirements for Knowledge Management from Subsection D of Section III Scope of Work / Specifications of the solicitation.
- Highlight General Mandatory Requirements from Subsection D of Section III Scope of Work / Specifications of the solicitation that the Offeror deems relevant to Knowledge Management. Any General Mandatory Requirements demonstrated in a previous scenario need not be repeated.
- Highlight any Desirable Features and Characteristics for Knowledge Management that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation.
- Highlight any Desirable Features and Characteristics - General that the Offeror documented in the proposal from Subsection E of Section III Scope of Work / Specifications of the solicitation that the Offeror deems relevant to Knowledge Management. Any Desirable Features and Characteristics - General demonstrated in a previous scenario need not be repeated.

- (7) **Scheduled start and end times: 11:30am-12:00pm EDT – Start and end times may be adjusted if earlier sections were completed earlier, but the 30 minute time period cannot be exceeded**

The last 30 minutes is reserved for Questions and Answers. Each evaluation panel member will be given the opportunity to ask his/her highest priority questions during this period. If at the end of this period there are questions remaining, the Procurement Officer will collect them and provide them to the Offeror along with the opportunity to respond in writing in an allotted amount of time and within specific guidelines. If written responses are received in the time allowed by the Procurement Officer, after a screening for meeting the guidelines they will be provided to the evaluation team.

Evaluation Factors

The second stage evaluation will be based upon the demonstration using these factors, listed in order of importance.

- **Mandatory Requirements Assessment** – the proposals will be evaluated to assess not only whether the requirements are met, but also how well they are met and whether the approach described provides significant advantage to USC
- **Demonstration Scenarios** – The offeror’s approach for accomplishing the completeness of demonstration scenarios.
- **ITIL Product Coverage** – assessment of the road map coverage for all of the processes in ITIL v3 to provide assurance for the opportunity for UTS growth in ITIL discipline as the organization matures to embrace other ITIL processes beyond the four (4) for the Service Desk.
- **Implementation and Support Strategy** – the proposals will be evaluated to assess the timeliness, appropriateness, and ease of implementation, training and support. Attention to the amount of personnel and time that UTS must commit is a significant consideration.
- **Desirable Features and Characteristics** – the Desirable Features and Characteristics described in the proposal will be evaluated on depth and breadth of coverage, the value of the approach in providing significant advantage to USC, and the degree of desirability (Highly Desirable versus Desirable)
- **Business Proposal** – The total cost to Furnish, Deliver, Implement and Support a Comprehensive Service Desk System that is ITIL v3 Compliant for the University Technology Services of the University of South Carolina in accordance with the requirements stated herein. No other charges will be considered by the University.

The scores from the second stage evaluation will be ranked from highest to lowest, the highest score being the apparent successful Offeror.

NEGOTIATIONS (JAN 2006): The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked Offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked Offerors to such level of ranking as determined by the Procurement Officer.

VII. Terms and Conditions - A. General

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

BANKRUPTCY (JAN 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. 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 State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its

choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

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

NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT (JAN 2006): (a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

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

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SETOFF (JAN 2006): The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any

contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): 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.

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

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

VII. Terms and Conditions - B. Special

HIPAA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT - The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of

South Carolina is a “Drug Free Work Place” and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University’s Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University’s Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor’s organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

CHANGES (JAN 2006):

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

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

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

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

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

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

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

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of

or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

Insurance Requirement: The successful offeror must provide a copy of its Liability Insurance certificate within ten (10) days upon the posting of the intent to award statement or statement of award and on each anniversary date thereafter attesting to such insurance coverage.

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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

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

DEFAULT (JAN 2006):

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

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

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

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

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not

be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

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

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

DISPOSAL OF PACKAGING (JAN 2006): 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.

INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006): Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006) (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary

obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

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

MATERIAL AND WORKMANSHIP (JAN 2006): 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.

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

PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

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

PRICE ADJUSTMENTS – LIMITED BY PPI (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICING DATA – AUDIT – INSPECTION (JAN 2006) [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 C.F.R. § 2.101 (2004), prior to either (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 state 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 state 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 state 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 (1) 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 state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state 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 state.

RELATIONSHIP OF THE PARTIES (JAN 2006): 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.

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause)

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final

statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2006): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

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

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

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

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable

settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

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

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

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PLEASE REFER TO ITEM E. BUSINESS PROPOSAL – TOTAL COST OF OWNERSHIP OF THE PROPOSAL CONTENTS SUBSECTION IN SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT OF THE SOLICITATION.

IX. ATTACHMENTS TO SOLICITATION

- 1. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
- 2. NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (DEPT. OF REVENUE FORM I-312)**
- 3. OFFEROR'S CHECKLIST**
- 4. APPLICATION SECURITY PROCUREMENT ADDENDUM**
- 5. DATA SECURITY CONTRACT ADDENDUM**

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

- 1. Name of Nonresident Taxpayer: _____
- 2. Trade Name, if applicable (Doing Business As): _____
- 3. Mailing Address: _____
- 4. Federal Identification Number: _____
- 5. Hiring or Contracting with: _____
- Name: _____
- Address: _____
- Receiving Rentals or Royalties From: _____
- Name: _____
- Address: _____
- Beneficiary of Trusts and Estates: _____
- Name: _____
- Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with
(check the appropriate box):
 The South Carolina Secretary of State or
 The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal) _____

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) _____ Date _____

If Corporate officer state title:

(Name - Please Print)

Mail to: The company or individual you are contracting with.

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: **SUBMITTING CONFIDENTIAL INFORMATION. DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help Offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.

You do not need to return this checklist with your response.

APPLICATION SECURITY PROCUREMENT ADDENDUM

I. GENERAL

The Contractor shall agree to maximize the security of the software development throughout the term of this Contract according to general industry standards including but not be limited to the following terms and conditions.

The Contract shall clarify the security-related rights and obligations of all the parties to a software development relationship including any third-party contractors, subcontractors or other entities hired by Contractor.

The Contractor shall agree in writing that the terms of this Contract shall apply to Contractor's employees, as well as to third party contractors and subcontractors that will be employed by Contractor for the Contract.

The Contractor shall take all actions necessary to protect information regarding security issues and associated documentation, to help limit the likelihood that vulnerabilities in operational Purchaser's software are exposed.

Consistent with the provisions of this Contract, the Contractor shall use the highest applicable industry standards for sound secure software development practices to resolve critical security issues as quickly as possible. The "highest applicable industry standards" shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

Personnel

The Contractor shall identify in writing the person who will be responsible for overall security of the application development, management, and update process throughout the Contract period. The person identified shall be a single senior technical security specialist, to be known as the project Security Lead. The Security Lead shall certify in writing the security of each deliverable.

Security Training

The Contractor shall be responsible for verifying that all members of their application developer team have been successfully trained in secure programming techniques.

Pre-contract award, the Contractor shall document the process including training courses that their application developers have taken prior to developing applications.

Pre-contract award, the Contractor shall certify to the Purchaser that only their application developers who have received appropriate level of formal training on secure application development and passed a competency test on application security shall be involved in the Contract.

Background Checks of Developers

Contractor shall perform appropriate background investigation of all their application development team members and shall certify that all individuals who will be involved in this Contract and the software development process have cleared the background investigation.

Vulnerabilities, Risks and Threats

The Contractor shall agree in writing that he will strive to identify vulnerabilities, risks and threats as early as possible at any time during the software lifecycle. The software lifecycle shall mean from development, management, and updates through retirement of such application.

The Contractor shall identify the key risks to the important assets and functions provided by the application. The Contractor shall conduct an analysis of the SANS top 25 most common programming errors (<http://www.sans.org/top25-programming-errors/>) and document in writing that they have been mitigated. The Contractor shall conduct risk assessment(s) to determine and prioritize risks, enumerate vulnerabilities and understand the impact that particular attacks might have on an application to ensure it meets applicable contractual obligations, regulatory mandates and security best practices and standards.

The Contractor shall share with purchaser in writing all security-relevant information regarding the vulnerabilities, risks and threats to the application immediately and completely upon identification. Such security documentation shall describe security design, risk analysis, or issues.

Application Development

Pre-contract award, the Contractor shall provide purchaser written documentation detailing their application development, patch management and update process. The documentation shall clearly identify the measures that will be taken at each level of the process to develop, maintain and manage the software securely.

The Contractor shall provide secure configuration guidelines in writing to the Purchaser that fully describe all security relevant configuration options and their implications for the overall security of the software. The guideline shall include a full description of dependencies on the supporting platform, including operating system, web server, and application server, and how they should be configured for security. The default configuration of the software shall be secure.

Pre-contract award, the Contractor shall specify in writing to the Purchaser what industry security standards and level of care that they follow.

Pre-contract award, the Purchaser shall specify in writing to the Contractor what additional security standards and level of care will be applicable in the application software lifecycle.

The Contractor shall agree in writing to comply with such standards and level of care. The Contractor shall provide written documentation to the Purchaser that clearly explains the design for achieving each of the security requirements. The Contractor shall provide and follow a set of secure coding guidelines. These guidelines will indicate how code should be formatted, structured, and commented. All security-relevant code shall be thoroughly commented. Specific guidance on avoiding common security vulnerabilities shall be included. Also, all code shall be reviewed by at least one other Application Developer against the security requirements and coding guideline before it is considered ready for test.

II. DEVELOPMENT ENVIRONMENT

(a) Secure Coding

The Contractor shall disclose what tools are used in the software development environment to encourage secure coding.

(b) Configuration Management

The Contractor shall use a source code control system that authenticates and logs the team member associated with all changes to the software baseline and all related configuration and build files.

(c) Distribution

The Contractor shall use a build process that reliably builds a complete distribution from source. This process shall include a method for verifying the integrity of the software delivered to Client.

(d) Disclosure

The Contractor shall document in writing to the Purchaser all third party software used in the software, including all libraries, frameworks, components, and other products, whether commercial, free, open-source, or closed-source.

(e) Evaluation

The Contractor shall make reasonable efforts to ensure that third party software meets all the terms of this agreement and is as secure as custom developed code developed under this agreement.

III. TESTING

(a) General

The Contractor shall provide and follow a security test plan that defines an approach for testing or otherwise establishing that each of the security requirements has been met. The level of rigor of this test process shall be detailed in the plan. The Contractor shall implement the security test plan and provide the test results to Client in writing.

(b) Source Code

The Contractor shall agree in writing to the Purchaser that during the application development lifecycle process the source code shall be evaluated to ensure the requirements of this Contract including the security standards, policies and best practices are followed. The Contractor shall have a well-documented procedure and framework for conducting code reviews.

(c) Vulnerability and a Penetration Test

The Contractor shall agree in writing that prior to production the application shall undergo vulnerability and a penetration test.

Post production, the Contractor shall perform contractually agreed upon security scans (with the most current signature files) to verify that the system has not been compromised during the testing phase.

The Contractor shall provide to Purchaser written documentation of the results of the scans and tests along with a mitigation plan.

The Contractor shall agree in writing that these vulnerabilities shall be mitigated within a pre-negotiated period.

Patches and Updates

The Contractor shall provide notification of patches and updates affecting security within a pre-negotiated period as identified in the patch management process throughout the software lifecycle.

The Contractor shall apply, test, and validate the appropriate patches and updates and/or workarounds on a test version of the application before distribution.

The Contractor shall verify and provide written documentation that all updates have been tested and, prior to production, installed.

The Contractor shall verify application functionality, based upon pre-negotiated procedures, at the conclusion of patch updates, and provide documentation of the results.

Tracking Security Issues

The Contractor shall track all security issues uncovered during the entire software lifecycle, whether a requirements, design, implementation, testing, deployment, or operational issue. The risk associated with each security issue shall be evaluated, documented, and reported to Purchaser as soon as possible after discovery.

IV. DELIVERY OF THE SECURE APPLICATION

The Contractor shall provide a "certification package" consisting of the security documentation created throughout the development process. The package shall establish that the security requirements, design, implementation, and test results were properly completed and all security issues were resolved appropriately.

The Contractor shall resolve all security issues that are identified before delivery. Security issues discovered after delivery shall be handled in the same manner as other bugs and issues as specified in this Agreement.

Self-Certification

The Security Lead shall certify to the purchaser in writing that the software meets the security requirements, all security activities have been performed, and all identified security issues have been documented and resolved. Any exceptions to the certification status shall be fully documented with the delivery.

No Malicious Code

Contractor warrants that the software shall not contain any code that does not support a software requirement and weakens the security of the application, including computer viruses, worms, time bombs, back doors, Trojan horses, Easter eggs, and all other forms of malicious code.

V. SECURITY ACCEPTANCE AND MAINTENANCE

Acceptance

The software shall not be considered accepted until the Contractor certification package is complete and all security issues have been resolved.

Investigating Security Issues

After acceptance, if security issues are discovered or reasonably suspected, Contractor shall assist Purchaser in performing an investigation to determine the nature of the issue.

DATA SECURITY CONTRACT ADDENDUM

This document constitutes an Addendum to the Agreement (i.e. Contract) between the University of South Carolina (hereinafter "Institution") and Contractor (hereinafter "Service Provider"). If any of the terms of this Addendum conflict with any of the terms of the remainder of the Agreement (i.e. Contract), then the terms of this Addendum shall control.

Protection of Confidential Data

Service Provider agrees to abide by the limitations on re-disclosure of **personally identifiable information from education records** set forth in **The Family Educational Rights and Privacy Act and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure of the information was made.**

Definition: Covered Data and Information (CDI) includes paper and electronic student education record information supplied by Institution, as well data provided by Institution's students to the Service Provider, if any.

Acknowledgment of Access to CDI: Service Provider acknowledges that the Agreement allows the Service Provider access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

Return or Destruction of CDI: Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide Institution with a certificate confirming the date of destruction of the data.

Remedies: If Institution reasonably determines in good faith that Service Provider has materially breached any of its obligations under the Agreement, then Institution, in its sole discretion, shall have the right to (1) require Service Provider to submit to a plan of monitoring and reporting, (2) provide Service Provider with a fifteen (15) day period to cure the breach, or (3) terminate the Agreement immediately if cure is not possible. Before exercising any of these options, Institution shall provide written notice to Service Provider describing the violation and the action it intends to take.

Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Institution or its students. Service Provider shall impose these measures on all subcontractors used by Service Provider.

Reporting Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall, within one (1) day of discovery, report to Institution any use or disclosure of CDI not authorized by the Agreement or in writing by Institution. Service Provider's report shall identify: (1) the nature of the unauthorized use or disclosure, (2) the CDI used or disclosed, (3) the identity of the individual or entity that received the unauthorized disclosure, (4) the action(s) that Service Provider has taken or shall take to mitigate any potentially negative effects of the unauthorized use or disclosure, and (5) the corrective action(s) Service Provider has taken or shall take to prevent future similar unauthorized uses or disclosures. Service Provider shall provide any additional information in connection with the unauthorized disclosure reasonably requested by Institution.

Compliance with Red Flags Rule: The Federal Trade Commission has promulgated regulations collectively known as the "Red Flags Rule" with which Institution must comply. See 16 CFR 681. Under the Red Flags Rule, Institution must ensure that Service Provider either complies with Institution's identity theft Program or that Service Provider has its own policies and procedures in place to detect and respond to identity theft Red Flags. Service Provider represents and warrants that it has

reasonable policies and procedures in place to detect, prevent and mitigate identity theft. Service Provider shall review and comply with all relevant portions of Institution's identity theft policy, if any, as well as any applicable Institutional identity theft plan. Service Provider shall report any Red Flags that it detects in connection with the Agreement to Institution.

Indemnification: Service Provider shall indemnify, save and hold harmless Institution from any loss, liability, damage, claims, costs or judgments the Institution incurs, including Institution's costs and attorney fees, which arise from Service Provider's failure to meet any of its obligations under the Agreement, including but not limited to this Addendum.