UNIVERSITY OF **SOUTH CAROLINA**	**REQUEST FOR PROPOSALS**	Solicitation Number	USC-RFP-2948-KS
		Date Printed	4.12.16
		Date Issued	4.12.16
		Procurement Officer	Kevin Sanders
		Phone	803.777.4115
		E-Mail Address	ksanders@mailbox.sc.edu

DESCRIPTION: Bookstore Inventory Control, Text Management, Accounting and Point of Sale System **for USC Aiken**

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY:
May 4th, , 2016 2:30pm

See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY:
April 22nd , 2016 12:00 noon

See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **1 Original marked "Original" , 5 copies marked "Copy", and 1 electronic copy (Flash Drive preferred) Original 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 DATE & TIME: As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION:
AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on **May 27th, 2016,.** The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu

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) __Sole Proprietorship __Partnership __Corporate entity (not tax-exempt) __Tax –exempt corporate entity __Government entity (federal, state, or local) __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.e.*, 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)

COVER PAGE USC (APRIL 2006)

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)
	_____ Area Code - Number - Extension Facsimile _____ E- mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

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 (%)

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

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. [01-1005-1]

It is the intent of the University of South Carolina to solicit **proposals** from qualified sources of supply to provide Bookstore Inventory Control, Text Management, Accounting and Point of Sale System for the University of South Carolina **Aiken campus (USC Aiken)** in accordance with all requirements stated herein.

MAXIMUM CONTRACT PERIOD -– ESTIMATED (JAN 2006): [from **May 27th, 2016** to **May 26th , 2021**]. 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, CAPITALIZATION, AND HEADINGS (FEB 2015)
CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.
BOARD means the South Carolina Budget & Control Board or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
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. [11-35-310(4)]
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 clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
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.

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 either the Cover Page, an amendment, or an award notice.
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 you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-2]

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.

AUTHORIZED AGENT (FEB 2015)
All authority regarding 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 or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (FEB 2015)
Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice
of extension of award. 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. [02-2A010-2

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 nonresponsive.

(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 INF8ORMATION 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.

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(**G**)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)
You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

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 (FEB 2015)
Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

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]

IRAN DIVESTMENT ACT – CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you

sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-A]

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.

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)
Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.(a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]
(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date*. **[R. 19-445.2165] [02-2A087-1]**

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

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 (FEB 2015)
(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors 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. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (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 tis procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

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 (JUN 2015): (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.

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).
[02-2A105-2]

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 is 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 CONFIDENTIAL INFORMATION (FEB 2015)
(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 asdefined 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 agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including
attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION: Paper offers are required. If you submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

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: (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-2948-KS
Title: Bookstore Inventory Control, Text Management, Accounting and Point of Sale System **for USC Aiken**

Attn.:   Kevin Sanders
QUESTIONS MAY BE E-MAILED TO: **FAXED TO:**
ksanders@mailbox.sc.edu   **803-777-2032**

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

CLARIFICATION (NOV 2007)**:** Pursuant to Section 11-35-1530(6), 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 11-35-1530(6); R.19-445.2080] [02-2B055-1]

CONTENTS OF OFFER (RFP) (FEB 2015)
(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) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a 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.
[02-2B040-2]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015): In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)
In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - ITMO ADDRESS (JUN 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 601, Columbia, SC 29201.
[02-2B120-1]

LEGAL AGREEMENTS INCLUDED WITH PROPOSALS MUST BE CLEARLY LABELLED "SAMPLE"
Every page of legal agreement(s) that Offeror expects the University to sign in order to do business with Offeror, Offeror's terms and conditions, and/or similar type legal documents pursuant to potential contract award that

Offeror chooses to include with its proposal <u>must be clearly labelled "SAMPLE"</u>. If Offeror's proposal is the highest ranked offer from the evaluation process for the solicitation, then the University will consider the legal documents pursuant to potential contract award that the Offeror included with its bid and clearly labelled "SAMPLE".

III. Scope of Work / Specifications

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

<u>SCOPE OF WORK</u>

<u>NOTE:</u> (MUST Provide Fee Schedule sealed and separate from the balance of the proposal response)

Background Information – University of South Carolina Aiken (USC Aiken)

A senior institution of the University of South Carolina system, USC Aiken is ranked by *U. S. News and World Report* as the number one comprehensive public institution in the South and enrolls approximately 3300 students.

- 32% minority enrollment
- 632 freshmen enrolled in Fall 2008
- 27% of our students live on campus
- 9% out-of-state student enrollment
- 13:1 student to faculty ratio
- Approximately 87% of our students receive financial aid
- Average class size is 16 students
- 66% female and 34% male enrollment

Emphasizing small classes and individual attention, the university offers 43 majors and concentrations, as well as two master's programs, with the professional schools of Business, Education and Nursing most popular among student majors. The University also offers completion baccalaureate degrees at University of South Carolina regional campuses, and all courses of study are grounded in a liberal arts and sciences core curriculum, with interdisciplinary studies and collaborative endeavors encouraged. USCA is a member of the NCAA Division II – Peach Belt Athletic Conference.

From its founding in September 1961 at the urging of those in Aiken, S.C., the University has held a strong connection to its community and seeks to continue strengthening that bond toward a common good for the region through a variety of activities including the fine and performing arts, athletics, continuing education, distance learning, and community service. USC Aiken employs more than 340 full-time faculty and staff and nearly 190 part-time employees. Eighty five percent of USC Aiken's students are traditionally aged, being younger than 25, yet the enrollment base includes students of varying ages and diverse cultural backgrounds. In addition to serving the Savannah River area, USC Aiken actively seeks student enrollment from all parts of South Carolina as well as from other states and countries. In fulfilling its role as an institution of higher learning, the University upholds four key values: Collegiality, Character, Citizenship and being a High Quality Learning Environment.

Situated on 453 acres, USC Aiken is located in Aiken County, which has a population of 160,000. The University is one hour from Columbia, SC, 30 minutes from Augusta, GA, 2.5 hours from Charleston, SC and three hours from the Appalachian Mountains. Aiken is noted for its famous thoroughbred horses, numerous parks and golf courses, warm climate, spacious avenues and historic homes.

Additional information can be found by visiting the USCA web site at: www.usca.edu.

Purpose

The University of South Carolina is seeking proposals for a comprehensive, specialized, university bookstore automation system for the University of South Carolina Aiken (USC Aiken) bookstore. Prior to award of contract, the highest ranked offeror to the solicitation must demonstrate to the University that its proposed system satisfies the essential requirements set forth in the solicitation.

USC Aiken is seeking a solution to provide store inventory management facilities with specialized applications for each of the following: textbooks (including rentals and eBooks), general books, non-book merchandise and packages which may contain any of the three merchandise types. The solution shall also be capable of maintaining real-time perpetual inventories at the store, department, class, category, SKU, or size/color/imprint level as appropriate. Point-of-sale support capabilities that include price-look-up, credit card processing, PCI compliant with card information not stored at USC Aiken, POS reports, and online merchandise sales are also required. Solution will plug-in to the University's current credit card processor, FirstData Nashville.

In its cost proposal, Offeror shall include any one-time or setup charges, research fees and all other fees that will or could be assessed in its total price for the proposed, system, services and support.

Scope of Work

The University of South Carolina Aiken is seeking a Bookstore Inventory Control, Text Management, Accounting and Point of Sale System to replace the systems currently in use. It is the intent of this solicitation to obtain a single solution to improve both customer service and employee efficiency. More specifically it is required that the solution selected will address the following areas:

1. Textbook Rentals
2. Digital Textbook Integration
3. Merchant and Debit Card Processing
4. Reporting
5. Security / PCI-DSS Compliance
6. Multi-Store Options
7. Disaster Recovery
8. Training
9. Integrated Textbook Buyback

The University is interested in ascertaining that the successful Offeror (Contractor) has financial resources that are adequate to insure full and proper contractual performance under the terms of the contract. Offeror shall submit a current financial statement which is not to be older than one year after the close of the most recent accounting period. Said statement is to be certified by a certified public accountant but need not be an audited statement. Additionally, Offeror shall indicate any bankruptcies incurred by Offeror during the past five years, along with information regarding the resolution of the bankruptcy proceeding(s). Offeror shall disclose the number and type of instances for which Offeror is currently under court order (state or federal) to remedy past or present employment discrimination of any nature. (If applicable)

PCI-DSS Compliance

The Contractor must agree and warrants that for the life of the contract, the software and services used for processing transactions shall be compliant with standards established by the PCI Security Standards Council (https://www.pcisecuritystandards.org/index.shtml). The contractor will provide evidence of current attestation of compliance signed by a PCI QSA (Quality Security Assessor) annually. Contractor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information.

The contractor will maintain reasonable detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure the University's cardholder data. This documentation will be made available to QSA's, forensic investigators, consultants or attorneys retained by the University and University Audit Staff to facilitate audit and review of Customer's PCI compliance.
The contractor must provide evidence to USC Aiken of PCI DSS compliance on an annual basis. The contractor will continue to treat USC Aiken's cardholder data as confidential in perpetuity. In the event of a cardholder data breach due to non-compliance with this requirement, the contractor is liable for, but not limited to any and all costs associated with the following:

- Fines imposed by acquiring bank and/or payment brand
- Costs to notify cardholders
- Credit card replacement and remediation services for impacted cardholders
- Repayment of fraudulent charges that result from data breach
- Onsite forensics audit by a PCI-Qualified Data Security Company
- Level 1 merchant certification by a PCI-Qualified Data Security Company
- Associated legal fees **PCI COMPLIANCE**

The Contractor must agree and warrants that for the life of the contract, the software and services used for processing transactions shall be compliant with standards established by the PCI Security Standards Council (https://www.pcisecuritystandards.org/index.shtml). The contractor will provide evidence of current attestation of compliance signed by a PCI QSA (Quality Security Assessor) annually.

Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information.

The contractor will maintain reasonable detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure the University's cardholder data. This documentation will be made available to QSA's, forensic investigators, consultants or attorneys retained by the University and University Audit Staff to facilitate audit and review of Customer's PCI DSS compliance.

Current Operating Hardware and System Users – Pacer Shoppe

The Pacer Shoppe currently operates with 4 sales floor POS workstations, 2 customer service POS workstations and one POS workstation located in the athletics convocation center, for a total of 7 POS workstations. The Pacer Shoppe also operates a portable wireless tablet for off campus events.

The specifications for the bookstore POS workstations and tablet are as follows:

3 - Touch Dynamics Breeze 15" Elo Touch Screen Color Display 1024 x 768, Atom Dual Core 1.66 M 2.0 GIG RAM, 160G HDD, WIN XP Pro, Mag Stripe Reader, Cherry POS Keyboard, Epson TM88IV Receipt Printer, MS-Cash Drawer, Honeywell MS9520 Hand-Held Barcode Scanner w/Stand, Touch Dynamic Rear Customer Display, IDTech Magstripe Reader w/Point-to-Point Encryption, Ingenico ISC 250 Signature Capture Pin pad

1 – Dell Optiplex 755, Based with Windows 7 Enterprise, 64 Bit Operating System, Intel Core 2 Duo CPU, E8200 @ 2.66 GHz, 2.66 GHz, 1.5 GB of Ram, Epson Receipt Printer TM-P2.01, Cherry Keyboard MX 8100 USB, Ingenico ISC 250 Signature Capture Pin pad, Customer Display Pole, Triggered Laser Scanner and Cash Drawer with media slot and adjustable slots cash tray with 3 position lock. Monitor is not touch screen capable.

2 – Dell Optiplex 755, Based with Windows 7 Enterprise, 64 Bit Operating System, Intel Core 2 Duo CPU, E8400 @ 3.00 GHz, 2.99 GHz, 2.0 GB of Ram, Epson Receipt Printer TM-P2.01, Cherry Keyboard MX 8100 USB, Ingenico ISC 250 Signature Capture Pin pad, Customer Display Pole, Triggered Laser Scanner and Cash Drawer with media slot and adjustable slots cash tray with 3 position lock. Monitors are not touch screen capable.

1 - Dell Optiplex 780, Based with Windows 7 Enterprise, 64 Bit Operating System, Intel Dual Core E7500, @ 2.93 GHz, 4 GB Ram, Epson Receipt Printer TM-P2.01, Cherry Keyboard MX 8100 USB, Ingenico ISC 250 Signature Capture Pin pad, Customer Display Pole, Triggered Laser Scanner and Cash Drawer with media slot and adjustable slots cash tray with 3 position lock. Monitor is not touch screen capable.

1 - Motion Computing SlateMate Tablet, Windows 7 Professional, 32 Bit Operating System, Intel ® Atom (TM) CPU N2600 @ 1.60 GHz 1.60 GHz, 2.0 of Ram, Wireless Bluetooth Printer, Integrated scanner and encrypted CC 1 2,900 2,900, SlateMate Docking Station, USB keyboard

Our server is located and hosted in Utah. All security, software management, software support and updates are performed by current operating system provider.

Currently there are 4 back office users at the bookstore, each who access the system using their own Dell PC. With the current system the financial aid office and business services offices also has access to back office functions for the purpose of administrating financial aid and verifying purchases. This number varies from 1 – 5 at any given time during rush periods.

Physical Inventory is taken using 3 Worth Data TriCoder Portable Readers with Integrated Laser Scanner, Model LT64 (2) and Model LT5101 (1).

One network Xerox WorkCenter 7835 used primarily by back office personnel for printing reports, purchase orders, inventory, etc.

One DataMax Class I printer used to print book labels, shelf tags and merchandise labels.

This information is being provided to vendors to determine if costs could be defrayed off of new system using current hardware. It is the desire of the University to utilize any existing equipment when possible to help defer total cost.

Campus Computing Environment

Under our current ERP system, Ellucian Banner, we take a text file from our mainframe in Columbia that contains all of our course information. Then, we have written some macros in Microsoft Access to massage the data and carve it into the format the Textbook Management system needs to be able to import it. Next, we export from the Access database to another text file per system specs for uploading.

The selected bookstore POS system must be able to transfer data between the POS system and Ellucian Banner.

The University requires that the contractor's system be able to interface or communicate with Ellucian Banner.

Deployment of Back Office Functionality

In your proposal, describe how you can deploy its full proposed offering of back office applications using the Application Service Provider model. At a minimum, the proposed offering of back office applications shall include the following:

1. Textbook management (full textbook cycle management);
2. General merchandise inventory management and control;
3. Accounts receivable for departmental charges and bookstore managed accounts;
4. A robust student financial module supporting multiple grants and specific parameters to govern their use.
5. Accounts payable module that captures PO, receiving, and invoice header information for payment at the store
6. Ability to receive department /course / instructor / enrollment information from the campus system – with multiple imports during registration to update course information on the text management application;
7. Full exception / change reporting after above course import so the bookstore knows what has changed – courses added or dropped, new sections, etc.
8. Sales audit – cash receipts tracking.
9. Seamless integration to the POS system that will be installed at the bookstore location.
10. Attestation of Complianc for PCI

Application Functionality

Textbook Inventory Management

The Textbook management module must be a comprehensive perpetual inventory management system designed specifically for the college and university bookstore industry. This module must provide for publisher master files, bibliographic database, adoption management, purchasing, electronic order communication, receiving, returns processing, buyback, and full management/user driven reporting utilizing any easy to use report writing tool. The module must be fully graphical providing for ease of navigation. In order to meet the business requirements of the Bookstore the Textbook Inventory Management module must include the following:
1) Full integration to the other applications (POS, Student Financial Aid (SFA), accounts payable, and e-commerce);

2) Extensive textbook database which is updated monthly or more frequently with up-to-date pricing, publisher information, edition information, ISBN, national wholesale value, status (i.e. new edition pending, old edition etc) and information regarding included materials such as CDs, tapes, etc.;

3) Above database updates shall be performed without involvement from bookstore or campus IT staff;

4) Support DIGITAL TEXTBOOKS as a 3rd condition (new, used, digital) and enable the sale and tracking of these digital titles both in the store and online;

5) Support selected textbook rentals (by title) with serialization of individual copies and a simple method of setting prices and moving inventory to the rental pool (see more detail below);

6) Online submission of adoptions from faculty with extensive research tools for faculty to quickly locate the appropriate text, study guides, and merchandise;

7) Automated communication to and from the submitting faculty during the adoption process;

8) Adoption maintenance with the ability to import department / course information from the campus host system. This information shall include estimated and actual enrollment figures, professor information, and course descriptors.

9) Local database with the ability to pull books from a national wholesaler database in order to streamline the adoption process and minimize data entry;

10) The ability to manage Sets, Course Packs, and Custom Pubs must be fully supported;

11) Complete open-to-buy and purchase order management with electronic ordering capabilities to both the publishers and all wholesalers;

12) Electronic ordering to wholesalers shall include the ability to automatically generate purchase orders and decrement open-to-buy figures when retrieving responses from ALL major wholesalers;

13) Receiving process must be streamlined with the appropriate checks and balances in order to insure data integrity;

14) Receiving process shall be automated yet enforce discipline and control while allowing: capture of invoice header information, price change management, bar code generation, allow multiple receiving methods to be utilized (i.e. blind receiving, exception receiving, etc.);

15) The returns process shall minimize research and allow for an automated extraction process based upon inventory, invoice expiration and pricing;

16) The returns process shall allow for management of permission letters, track restocking expenses, included a complete audit trail and have the ability to edit credit invoices;

17) The buyback functionality shall be easy to use, include a complete audit trail with student ID numbers, have full scanning capabilities, allow for cash balancing by buyer, update inventory information in real time and allow store limits to be changed dynamically;

18) Buyback functionality shall include the ability to retain all buyback history. This includes the ability to generate all buyback reports even after the buyback is closed out;

19) The system must include the capability to generate user-defined reports and queries as well as offer an extensive array of "canned" reports.

20) The system must include the ability to handle all 4 conditions of a textbook: new, used, rental, and digital.

Merchandise – Trade Inventory Management

The General Merchandise/General Book module must be a comprehensive perpetual inventory management module with full integration to the Point of Sale and Accounting modules.

The application must provide inventory management, open to buy, a publisher master file, a bibliographic Database, purchasing, special order creation/management, customer information, receiving, returns processing, ticket printing, price change management, transfer routines, physical inventory, document control, sales analysis, and flexible user driven reporting. The application must provide the user with full information regarding inventory turn rate, inventory availability, investment analysis with replenishment and automated returns capability.

In order to meet the business requirements of the Pacer Shoppe, the Merchandise – Trade Inventory Management application shall include the following:

a) On-Line inquiry to existing ISBN/SKU's

b) Ability to access fields without leaving the screen (window)

c) UPC assignment/tracking for old / changed product codes

d) Three dimensional matrix (i.e., color, size, imprint)

e) Extended SKU description (55 characters)

f) Second and third vendors

g) Author

h) Subject

i) Safety stock

j) Vendor lead times

k) Vendor identification number (style number/manufacturer number)

l) Six user defined attribute codes
m) Vendor cost
n) Landed cost
o) Gross margin automatically calculated from retail price and cost
p) Start/end sales dates
q) System maintains item dates for created, last changed, discontinued, received
r) One-to-one replacement code for high ticket goods
s) Min/max units (for replenishment module)
t) Unit of measure code to flexibly enable the creation of kits that map inventory from single units to these kits
u) Move SKU sales/inventory history to another SKU/class
v) UPC Translation

Student Financial Aid (SFA) – Multiple Grant Tracking

1) One of the key requirements of the <u>desired</u> system is the ability to automate the processing of student financial aid transactions in the bookstore. In your proposal, describe the method of and ability to interface between these entities.
2) The SFA and/or Accounts Receivable module must provide a fully functional revolving charge and/or open item tracking system. Average daily balances and other common finance calculations must be supported, along with flexible minimum payment calculations.
3) The Student Financial Aid module must be a comprehensive application allowing the Bookstore to easily manage this process. The application must provide for the automatic tracking of detail student purchases by classification against multiple grant types with real time updates to the pertinent balances.
4) Interfaces to the campus host system/application are required.

Sales Audit Module
The Sales Audit module must provide a seamless interface with the daily sales processing. Further, the Sales Audit application must provide cash register balancing capability including balance all daily transactions/tenders, print "flash reports" and maintain all Point-of-Sale activities for on line review.

E-Commerce
USC Aiken requires a fully functioning and tightly integrated web commerce solution that operates in real-time to update inventory and track order fulfillment.

Online Textbook Sales

1. Flexible Design and Logistical Control
Pacer Shoppe shall not be limited to choosing from a list of templates for their site. Backgrounds, text size/color/effects, hover colors, images and all other aesthetic qualities shall be under the bookstore's control – without having to employ programmers to achieve a professional looking site.

Pacer Shoppe personnel shall also be in control of how and when items are sold on the site to include the items below. The system shall have the following capabilities:

a) Open terms for inquiry only (no orders accepted)
b) Open terms for purchasing textbooks (separate active / expiration dates from inquiry only)
c) Open terms for adoptions
d) Available terms for adoption history review
e) Shipping methods that are available and WHEN they are available
f) Charges for each shipping method
g) Handling charges
h) Tax status of classes of merchandise
i) Accepted tender types (cash, credit card, SFA, other)
j) Destination sales taxes - based on where the items are shipped
k) The sale of and tracking of digital textbooks;
l) The offering and tendering of rental textbooks (within the same transaction as purchased books / merchandise);
m) Promo code support – allowing discounts based on a % of the order total, flat fee, or free shipping (beyond a minimum order limit)
n) The ability to create and export a catalog from the back office / store Merchandise catalog for export to the website (so every item in the store is not available online)

o) Creation of a packing list which will include a list of all items purchase and the tender type as entered online (SFA for example) – both items and tender shall be bar-coded to facilitate a fast scan / total process for items that are to be picked up in the store or must be run through the store POS for tendering.

p) The ability to generate picking lists that include images of the items (or textbook cover image) to simplify to the picking process.

q) The ability to turn the "print images" option off.

r) Multiple methods of order fulfillment – by order, merchandise class, shipping method, etc., provide a listing (sample screen) of all 'pick, pack, and ship' options.

s) Full integration to UPS and Fed Ex shipping software. Explain how this is accomplished.

t) Automatic generation of order tracking / shipping information to the customer's email address.

u) Posting of sales to store totals on the back office system – separating these online sales from in store sales – as a separate register number, without having to copy files or transfer data;

v) Automatic link to the store inventory – updated upon order fulfillment without further action by store personnel.

2. Link to Campus Online Registration System

The website shall accommodate a feed from the campus registration system whereby students can select a "buy books" option as the final step in registration. This link shall gather the appropriate course information and feed it to the campus bookstore site where the student will be presented with the books that have been adopted for the courses for which they have just registered.

3. Adoption Integration

The website shall be integrated to the text management application so that all textbooks adopted on the text application are available for purchase through the website. Changes to the adoption information shall automatically be filtered to the website without intervention from bookstore staff (additions or deletions to adoptions especially).

4. Online Faculty Adoptions

The website shall provide a method for faculty to research and submit adoptions for their courses with automated communication to and from the submitting faculty during the adoption process. Adoption maintenance will have the ability to import department / course information from the campus host system. This information shall include estimated and actual enrollment figures, professor information, and course descriptors. The bookstore shall be able to control department user names and passwords. USC Aiken shall also control when adoptions can be accepted and which history terms can be used for reference by the faculty when researching their adoptions. This process shall provide a simple shopping experience for the faculty to encourage their use of the online tools for gathering adoptions.

POS System Hardware and Software

Security, accuracy, and integration are key requirements for the Bookstore Point-of-Sale. The proposed Bookstore Point-of-Sale System must be fully compliant with Visa CISP / PCI security standards (PA-DSS.) All proposed hardware must be fully compliant as a PCI PTS approved transaction device that encrypts at swip and tamper resistant or tamper proof Any wireless device must also meet these standards and use a cellular connection. **Offeror's total cost of its proposed hardware, software, maintenance and annual support fees must include all hardware and operating system software needed in order to provide the following contractual requirements:**

·   A central store server, capable of operating independently from the host back-office computer, yet fully integrated back to all the necessary back office applications (text, general merchandise, SFA, accounting, etc.)

·   A series of retail-hardened, point-of-service terminals (cash registers).

·   Point-of-service terminals must have the ability to access all back office applications

·   The interface of the point-of service terminals must be touch screen in order to eliminate the requirement of utilizing a mouse or other such external device to navigate both the cashiering screens or any back office applications accessed from the point-of-service terminal

·   A means of electronically transmitting data between the back office computer and the point-of-sale controller

·   Capable of processing merchandise marked according to the Bookland-EAN bar coding standard.

·   A means of electronically obtaining bankcard credit authorizations, performing electronic draft capture, obtaining student/faculty debit card authorizations and ability to process detailed student financial aid purchase transactions at the register through an integrated magnetic stripe reader

·   The POS must be able to handle the split tender in a single transaction for all tender types including student financial aid transactions

·   The POS must have a thermal/impact printer

·   Register Printer Receipt must print with a barcode so it can be easily scanned for returned items

·   Register Printer Receipts must be customizable

- No receipt option for transactions less than $5
- Electronic journaling of all transactions
- Ability to updated pricing at any time of day without interruption to sales activity
- On-going security audits by a nationally recognized firm to insure perpetual compliance with the VISA and other industry security standards.
- The POS system shall allow access to other areas of the bookstore management system to include price look up, textbook database, and book buy back functions.
- A backup modem is required for network outages
- The modem must automatically switch on when the network loses connectivity, or it must be simple for a cashier to switch on during a network outage
- Signature file easily accessible for disputed transactions
- Recognize debit and credit cards, and request signature/PIN accordingly

SFA Tendering

The Back office Student Financial Aid application shall enable the POS system to select SFA as the tender type AFTER ALL THE CUSTOMER'S ITEMS HAVE BEEN SCANNED AND THE TRANSACTION HAS BEEN TOTALLED. The cashier shall be able to select "Tender Type" after totaling – then choose SFA. The SFA application shall automatically associate the appropriate purchased items to the correct grant type based on the pre-determined criteria. The POS system shall also identify how the grant funds were applied to the customer's purchase and list the remaining balances on each grant type on the customer's receipt.

Credit – Debit with PIN Processing

Credit card / debit with PIN processing and EMV chip processing though various processing platforms to the bookstore's bank – fully integrated to the POS. Card processing shall be high speed utilizing the Internet as a communications platform. **In its cost proposal, Offeror's pricing on pin-pads with integrated card swipe capabilities must be included.** USC Aiken campus has a mandatory contract with First Data for credit card processing; the system must be capable of processing transactions through First Data.

Campus Debit Card

USC Aiken utilizes CS Gold by CBORD as a campus debit card system. **It is required that Offeror must have or purchases the CBORD interface as the integrated solution which allows these cards to be utilized in the bookstore without the use of a separate debit card reader. Offeror's proposed system must accept our campus card as a form of payment at the POS Terminals. Offeror's proposed system must be able to check available balance and also update the CS Gold system with transaction information.**

Bookstore Gift Card

Pacer Shoppe currently utilizes gift cards issued through current POS system. Offeror must have a process of transferring outstanding balances to gift cards compatible with proposed POS system.

Annual Inventory

The system must provide a method for yearend physical inventory and must include a method for using wireless technology to simplify and streamline the physical inventory process.

Hand-Held / Wireless POS Device

The system must include a device that is portable that can provide full POS functionality, including credit card clearing and printing receipts. This device shall be able to connect to the POS server / controller wirelessly and therefore act as an additional register and include the ability to process all tenders that can be handled on a register. The device must be a PCI PTS approved device that encrypts at swipe and uses a cellular connection.

System Support and Services

Support Services

Support services must include live support with the ability to speak to support personnel without the requirement that one leave a message and wait for a call back.

Offeror must offer multiple support options including toll-free live support with twenty-four hour access to point-of-sale support personnel and naturally extended hours during the busy times of buyback and rush.

Hardware maintenance of offeror's proposed system must be available and in Offeror's total cost of its proposed hardware, software, maintenance and annual support fees, it must include pricing for hardware maintenance of proposed system.

On-site service must be provided for the POS hardware within one business day.

Training Services

Training must be offered on each application proposed by offeror. Training **shall** be offered on a per person / per class basis.

In Offeror's total cost of its proposed hardware, software, maintenance and annual support fees, it must price training on a per person / per class basis.

It is required that offeror offer supplemental training in order to protect the initial investment made in training.

In its proposal, Offeror shall offer web based supplemental training.

In its proposal, Offeror shall offer a variety of training options and recommend appropriate methods to include remote (at the offeror's training facility), on-site (at the campus), interactive online (using WebEx or similar tool), and self-paced online (with pre-recorded training).

On-site training is required by USC Aiken.

Other Requirements

In addition, the system must have the following features:

1) The system must be modular, allowing for installation and implementation in a phased approach and potential future expansion of the system.
2) All applications must be fully graphical providing for navigation with a PC mouse. The application must provide a tool bar providing access to the PC desktop functions.
3) It must be a fully integrated system. For example, receiving information keyed into the textbook module must be available for use in accounts payable with appropriate controls and audit trails.
4) The system must provide hierarchical password security, with a single, central password system for all applications, except POS. Each password must have a separate authority level definable for each application module. Since the POS system is to operate without dependence on the back-office computer, it must provide its own hierarchical password system.
5) Service for all major hardware elements must be locally available with on-site service as needed.

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: You shall submit a signed Cover Page and Page Two. Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation: [04-4005-1]

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

- A Submittal Letter: Clearly identifying the following information and be signed by an individual authorized to sign contracts on behalf of the Offeror.
    1. Full name and address of the organization
    2. Date established
    3. Ownership (public company, partnership, subsidiary, parent company)
    4. Primary business
    5. Name and position of the person who will have ultimate responsibility and accountability for this Contract, and act on behalf of the Offeror
    6. The email address to send all notices relative to a contract and the name of the individual to whom notices should be addressed
    7. A statement indicating that the Offeror is licensed to do business in South Carolina (include license number) or, that business licensure is not required.
- Answers to the questions posed in this **solicitation**.
- Cost Proposal: USC Aiken is seeking pricing associated with your recommendation that will cover all aspects of the solution you propose. This should include hardware, software, licenses, training and installation. Offeror may use the sample template format below or submit otherwise. It is very important to include all current and future costs associated with this procurement to include shipping.

Company Profile

Provide history and organizational profile of your company including:
The size and structure of your organization, your principal business location along with service locations, your primary line of business, whether your firm is a wholesaler of college textbooks, whether your firm develops and directly supports each of the software modules you support, and whether stores with multiple locations are using your system.
How many years has the vendor been in business?
How many years has the vendor participated in retail systems?
Are you publicly or privately held?
How many college or university store installations do you have?
How many Ellucian Banner college or university store installations do you have?
How long has the SOFTWARE part of your company been in business?
How many MAJOR revisions to your product have you had in the last 3 years?
How many of your institutions are using all or nearly all of the same application software products as you are listing here?

Installation, Warranties, Maintenance and Support

How do the users communicate concerns or suggestions?
Describe or include your standard warranty with respect to the application software, hardware and operating system.
When do the software warranties commence? (Starting with receipt, installation, acceptance or other)?
Indicate number of business days for completion of delivery and complete installation and implementation after receipt of order (ARO).
Describe your customer service plan, including your customer service organization structure, whether your customer service function is performed in-house or outsourced, your emergency protocol in the event the system is down, the hours of operation for your customer service group (including the time zone), and whether you provide 24/7 emergency support for POS.
Are USC Aiken its resources required to incorporate the ERP (Banner) software integration?

Are USC Aiken its resources required to support hardware and/or software upgrades?

Training

Describe in detail the user training your company   provides prior to installation and setup, including details regarding referred training methods, time required for each module and training locations.
Does your company offer secondary training after the installation process, if you do not offer follow-up training as part of your standard training package, provide details as to how your company ensures our bookstores are using the system to its fullest capacity.

Implementation Plan

Proposals must include a draft Implementation Plan including:
- A list of specific tasks.

- A timeline for their completion.
- Expected outcomes.
- The implementation plan should include routine updates to identified college personnel.
- The plan should explain any processes for communication progress as well as processes for resolving any misunderstandings about implementation deliverables.

Supplier Key Persons/Project Managers

Provide an experience summary for each Key Person/Project Manager highlighting their background, education, and relevant experience. Also, indicate what initial and continuing role each person will play. List only those individuals who will be assigned to the project.

Cloud Hosting

Describe in detail whether you can provide "Cloud Hosting" of ALL servers and what is required for it. If you cannot provide this please state "Cannot Provide".

Travel Policy

A traveler on official business will exercise the same care in incurring expenses and accomplishing an assignment that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of an assignment are not considered acceptable as exercising prudence.

Meals will be reimbursed at no more than $25 a day which is the state meal regulation. Alcohol is not allowed for reimbursement.

Receipts for airline tickets must be attached to reimbursement requests. Air fare will be reimbursed at costs of economy, coach or tourist fare.

Attach receipt for rental car to reimbursement request.

Prerequisite Hardware, Software and/or Cabling

If the college is expected to have any prerequisite hardware, software, or cabling in place prior to the installation, it must be stated in detail including a list of USC Aiken its resources/responsibilities required.

Operating System

Explain in detail how the following functions of your System Hardware/Operating System are handled:

- How are updates processed, i.e. to your Buyer's Guide, closing sales month, yearly updates, etc?
- Describe how the multi-store system keeps separate inventories, but maintains consistent pricing at all stores.
- What type of POS hardware do you use and how does it interface with the server?
- Describe the unique features your POS system has (do receipts have bar codes for easy lookup, does POS allow for signature capture, can students swipe their own credit card, is SKU lookup available, do you have a touch screen, etc.,).
- What type of POS terminal do you use and does the school have the option to configure their own PC's to operate the register?
- Describe how your system offers hardware maintenance and support. Describe your integration with other applications (POS, SFA, Accounts Payable, and E-commerce).
- What information is imported each month with the Buyer's Guide?
- How many Buyers' Guides can be loaded at once?
- What type of Digital Textbook system do you have in place?
- Describe in detail your online adoption process.
- Describe your electronic buying process, i.e. for Wholesalers and/or Publishers.
- Describe your receiving process.
- How does price change management work for a multi-store system?

- What type of bar code system do you use?
- Describe your book buyback process.
- Describe in detail how your report generator works.
- What are the delivery mechanisms for scheduled reports?
- What format are reports in and can they be printed or e-mailed?

Back Office Functionality

Explain your system's Back Office Functionality: _____

- Describe your textbook management system.
- Describe your inventory management and control system.
- Describe your accounts receivable system for department charges.
- Describe your Financial Aid interface &   whether it offers automatic updating and real time integration into the POS.
- Explain in detail how the Financial Aid interface works with accounts payable, accounts receivable, basic student information & importing of course information, and how you maintain and support these interfaces - as the POS or Banner system upgrade.
- Describe your accounts payable module.

Student Buyback

Do you have a multi-store buyback process and how does it work?

Textbook Rental Module

Describe in detail your textbook rental module. It is required that the rental module allow the store to rent and maintain ownership of its own stock.

General Merchandise

Describe your General Merchandise Module creating the SKU, making buying decisions, generating PO's, receiving, invoicing, noting defective merchandise and returns. Provide screen shots for these applications. Detail special features your system has that are advantageous to a multi-store user. Describe the level of inventory control your system operates under. Explain how your software works with checks as a form of payment.

E-Commerce

Describe your E-Commerce Customer Service   _____
Describe how the site can be customized. How is E-Commerce integrated with sales posting, sales history, item/book master, perpetual inventory, and stock ledger?
Explain fully the following:
      a. management of customer registration and electronic address book;
      b. tracking orders;
      c. calculating prices and total cost;
      d. offering discounts;
      e. calculating shipping charges and
      f. validating payment information.

Please utilize the three level response system, explained below, for all "yes/no" type questions included in this Request For Proposals. Circle the choice that best fits your answer.

FULL SUPPORT – (F)
The function described is fully supported by your system as it ships.

LIMITED SUPPORT – (L)
The function described has limited support or limited functionality. Please describe the limits to the function, as well as any modifications that would achieve full support in an addendum to your questionnaire response.

NOT AVAILABLE – N/A
This function cannot be achieved with your system.

OPERATING SYSTEM

1	Does the software run on Microsoft operating systems? If so, please list the versions of Microsoft Operating Systems that are compatible with the software.	F	L	N/A
	Operating System Names _____			
2		F	L	N/A
	(i) Does the operating system directly support ODBC compliant relational databases?			
	If so, which ones? _____			
3	Does the operating system directly support communications without the need for additional communications software?	F	L	N/A
4	Is the application specifically for use in a Windows® environment?	F	L	N/A
5	Does the operating system include online help?	F	L	N/A
6	Is true multi-tasking supported?	F	L	N/A
7	Is true multi-user supported?	F	L	N/A
8	Is multi-level password security supported?	F	L	N/A
9	Do all transactions to the database occur in real time?	F	L	N/A
10	With the exception of the POS, can the other applications be accessed remotely?	F	L	N/A
11	Does the application include complete functionality on all workstations?	F	L	N/A

GRAPHICAL FEATURES

1	Is the application fully graphical providing for ease of navigation with a PC mouse?	F	L	N/A
2	Does the system support touch-screen technology	F	L	N/A
3	Does the system have a toolbar, which provides quick access to the desired module by simply clicking on the corresponding icon?	F	L	N/A
4	Does the application provide access to PC desktop functions (i.e.: spreadsheet, word processing, etc.) without leaving the program?	F	L	N/A
5	Do the applications provide full "cut and paste" capabilities?	F	L	N/A
6	Does your system use Windows® or emulation software? _____			
7	Is the User Documentation available from the desktop?	F	L	N/A

GENERAL INVENTORY

1 Does the system provide for tracking and reporting of inventory and sales at all of the following levels?

- Department   F   L   N/A
- Category   F   L   N/A
- ISBN/SKU   F   L   N/A

2 Does the software allow some items to be tracked at the ISBN/SKU level while others are recorded only at the department?   F   L   N/A

3 Does the inventory include all types of merchandise (general merchandise, trade books, and textbooks) in one file?   F   L   N/A

4 Does each inventory record include detailed historical data about the item including:

- Complete bibliographic data?   F   L   N/A
- Current month sales data, by day?   F   L   N/A
- Weekly sales data, for past eight (8) weeks?   F   L   N/A
- Monthly sales data, kept indefinitely?   F   L   N/A
- Purchasing data, kept indefinitely?   F   L   N/A

- Receiving data including invoice number and purchase discount, kept indefinitely?   F   L   N/A
- Return data, kept indefinitely?   F   L   N/A

5 Does each inventory record show On Hand and On Order values at-a-glance?   F   L   N/A

6 Do the General Merchandise On Order values indicate how many are on order for general stock and how many are on order for customer special and mail orders?   F   L   N/A

7 Does each General Merchandise inventory record have a free-form text field for user notes?   F   L   N/A

8 Is there an easy-to-use listing that summarizes inventory items by ISBN/SKU, Title/Description, Price and On Hand quantity?   F   L   N/A

9 Is this listing accessible directly from the POS, purchasing and returns modules?   F   L   N/A

10 Can this listing be sorted and searched by the following:

- ISBN/SKU   F   L   N/A
- Title/Description   F   L   N/A
- Author   F   L   N/A
- Category/Title   F   L   N/A
- Category/Author   F   L   N/A
- Publisher/Manufacturer   F   L   N/A

11 Can this listing be searched by keyword?   F   L   N/A

12 Can erroneous inventory records be easily modified, cancelled and deleted?   F   L   N/A

13 Does the system allow customization of product type codes including creation of new Codes and deletion of unneeded types?   F   L   N/A

INVENTORY MANAGEMENT: TEXTBOOK MODULE

1	Do you have a Textbook Module?	F	L	N/A
2	How many stores can be tracked independently with the system?			
3	Does this system support textbook processing and management?	F	L	N/A
4	Can the system automatically calculate text order quantities?	F	L	N/A
5	Can the system simultaneously process text orders for four or more separate terms?	F	L	N/A
6	Can the system create, edit and rerun the Want lists to wholesale book companies?	F	L	N/A
7	Does the system automatically generate and print purchase orders?	F	L	N/A
8	Do you provide the following tools:			
	• Automatic Pick-List	F	L	N/A
	• Manual Pick-List	F	L	N/A
	• Processing by Publisher Group	F	L	N/A
	• Generate Return Permission Letters?	F	L	N/A
9	Can the system interface to the POS system for maintaining perpetual inventory in real-time?	F	L	N/A
10	Can this system maintain a detailed history of textbook usage by course for future analysis by textbook buyers and management?	F	L	N/A
11	Can you query the textbook database for book edition status?	F	L	N/A
12	Will this system allow for electronic ordering i.e. PUBNET® and Easylink?	F	L	N/A
13	Does the Textbook Module support the creation of sets and kits?	F	L	N/A

Databases

14	Does the Textbook Module support all of the following distinct databases:			
	• Database of local adoptions	F	L	N/A
	• Database of vendors, including wholesalers.	F	L	N/A
15	Does this application support a bibliographic database from a major used-book wholesaler?	F	L	N/A
16	What wholesaler is the source of the bibliographic database?			_____
17	Does this wholesaler's database provide cross referencing of old or obsolete ISBN (International Standard Book Number) to the corresponding new ISBN?	F	L	N/A
18	When a book appears in the local adoption database and then appears in the wholesaler's database, how is the conflict resolved?			_____

Price Maintenance

19	Does the Textbook Module compute prices based on user specified parameters?	F	L	N/A
20	Do net-price and publisher's list price titles have different sets of parameters?	F	L	N/A
21	When bibliographic database updates are loaded, does the user have the option of automatically re-computing the store's selling prices to reflect any publisher price changes shown in the update?	F	L	N/A
22	Can the system automatically reprint shelf tags when there are price changes?	F	L	N/A
23	Can ISBN and price be excluded from the shelf tags?	F	L	N/A

24	Can we create and generate our own bar codes?	F	L	N/A

Adoption Forms

25	Does the Textbook Module generate forms to be distributed to faculty or departments for reporting their adoptions?	F	L	N/A
26	Does the Textbook Module support adoption campaigns?	F	L	N/A
27	Do these forms include a list of previous adoptions for faculty convenience?	F	L	N/A
28	Can adoptions be submitted and retrieved via e-mail by faculty?	F	L	N/A
	Can faculty members be limited to only submitting adoptions for courses/sections For which they are listed?	F	L	N/A
	Can faculty department coordinators have "blanket" levels of access for example to be able to complete all departmental adoptions?	F	L	N/A
	Can special notes be included in the submissions?	F	L	N/A
29	When entering adoptions into the system, do users have the option of selecting a title from the bibliographic database, therefore eliminating keying of new title data?	F	L	N/A
30	Can the system copy adoptions from specific departments or all departments from a previous term, specific past term or previous like term?	F	L	N/A
31	Can the system copy course information from past terms?			
	• Selecting a title from the store's database of previous adoptions?	F	L	N/A
	• Adopting a group of titles from a past course for the current term in a single step?	F	L	N/A
	• Entering the title manually?	F	L	N/A
	• Flagging a course or section as "No Text"?	F	L	N/A
32	For multiple-term courses using the same book for all terms, can the system indicate that the book adopted this term is the same one used in the previous term via note fields on shelf tags?	F	L	N/A
33	Does the Textbook Module generate a list of adoptions entered for the purposes of proof reading and audit trail?	F	L	N/A
34	Does the system print shelf tags in the following formats:			
	• One tag per course name and number all titles listed	F	L	N/A
	• One tag per title	F	L	N/A
35	Does the Textbook Module track and report courses for which no adoption information has been entered?	F	L	N/A
36	Are courses and sections without confirmed adoptions flagged by using a different color for ease of visual identification?	F	L	N/A
	Can erroneous adoptions be easily modified, cancelled and deleted?	F	L	N/A

Class Schedules and Enrollment Information

37	Does the Textbook Module support entry of Class Schedule Information both before and during adoption entry?	F	L	N/A
	Does it allow manual entry of schedule information?	F	L	N/A

	Does it allow different naming of courses depending on section number?	F	L	N/A
38	Can Class Schedule Data be downloaded electronically from the school's enrollment system and does it automatically update this data?	F	L	N/A
	How often can this be done?	F	L	N/A
	Can these additions and deletions be automated?	F	L	N/A
39	Does the Textbook Module support the entry of multiple class enrollment numbers, including:			
	• Pre-enrollment?	F	L	N/A
	• Final enrollment (actual)?	F	L	N/A
	• Estimate?	F	L	N/A
40	Can Enrollment numbers be downloaded into the final enrollment number from the school's enrollment system electronically?	F	L	N/A
41	If so, how frequently?			
42	Can you work on multiple terms on your system and can those terms be defined by specific dates?	F	L	N/A
	Can erroneous schedule information be easily modified, and/or deleted?	F	L	N/A

Ordering

43	Does the Textbook Module provide a wholesalers "want-list" function, which is capable of generating orders for all titles:			
	• With open-to-buy for a given term?	F	L	N/A
	• To a single wholesaler?	F	L	N/A
	• To other wholesalers?	F	L	N/A
	• As a Bin and Hold?	F	L	N/A
	• As a "firm" order?	F	L	N/A
44	Does the Textbook Module "want-list" function transmit orders via an electronic method?	F	L	N/A
45	If so, which methods?			
46	Does the Textbook Module "want-list" function automatically create a purchase order based upon the wholesaler's response?	F	L	N/A
47	Can it combine a wholesaler's responses into a combined PO and invoice for that wholesaler?	F	L	N/A
48	How is this accomplished?_____			
49	Does the Textbook Module provide an "automatic purchase order" function, which is capable of generating orders for all titles:			
	• With open-to-by for a given term?	F	L	N/A
	• For a given term and publisher?	F	L	N/A
50	Can it generate orders in a "manual mode", which allows users to select specific titles for inclusion in an order?	F	L	N/A
	Can erroneous purchase orders be easily modified/cancelled/deleted?	F	L	N/A
51	Can you automatically and manually generate multiple term orders?	F	L	N/A

52   Do both automatic and manual purchase order functions allow for automatic batch ordering
     through

- Pubnet?   F   L   N/A

- Easylink?   F   L   N/A

- Without requiring that the files be downloaded to a PC?   F   L   N/A

53   Can erroneous pricing be easily modified?   F   L   N/A

Receiving

54   Does your Textbook Module support "receive all" or blind receiving and invoicing?   F   L   N/A

55   Is the Textbook Module integrated to all of the following modules:

- POS   F   L   N/A

- Trade/General Merchandise database   F   L   N/A

56   During receiving, does the system allow the option to automatically calculate (and re-calculate)   F   L   N/A
     the selling price based on user supplied pricing rules?

57   Does the Textbook Module support receiving by:

- Purchase order line?   F   L   N/A

- ISBN?   F   L   N/A

- By author?   F   L   N/A

- By title?   F   L   N/A

- Bar code scanning?   F   L   N/A

58   Does Textbook receiving generate Bookland EAN bar codes by request for titles which are not   F   L   N/A
     vendor bar coded?

59   Does Textbook receiving automatically generate bar code labels which identify used books which   F   L   N/A
     are received?

60   How are used books identified?

61   Can you receive multiple PO's at the same time?   F   L   N/A

62   Can you receive multiple PO's against a single invoice?   F   L   N/A

63   Can you receive by exception?   F   L   N/A

     Can erroneous receiving be modified/cancelled/deleted   F   L   N/A

Perpetual Inventory

64   Does the system maintain both a perpetual and periodic inventory on each textbook title?   F   L   N/A

65   Does the perpetual inventory use data from the point-of-sale system to ensure that it is up-to-date   F   L   N/A
     each day?

66   Is this updating done in real-time?   F   L   N/A

Returns to Vendor

67   Does the system support two methods of processing returns to vendor: by Automatic Returns   F   L   N/A
     Facility, and a Manual Returns Facility?

68	Does it keep track of what has been returned against each vendor invoice to determine when returns against that invoice have been exhausted?	F	L	N/A	
69	Does the Automatic Returns Facility automatically select for return all eligible titles for a given term which have not been re-adopted for a subsequent term?	F	L	N/A	
70	Is eligibility for return based upon publisher returns policies entered in the vendor database?	F	L	N/A	
71	Will Automatic Returns cite more than one invoice as quantities to be returned require?	F	L	N/A	
72	When processing returns, does the Textbook Module generate:				

- Request-to-return letters (if appropriate)? — F L N/A
- Packing lists? — F L N/A
- Automatic updates to the inventory — F L N/A

Can erroneous returns be easily modified/cancelled/deleted? — F L N/A

Student Buyback

73	Does the Textbook Module perform an on-line automated buyback?	F	L	N/A
74	Can buyback list be created automatically from adoption information?	F	L	N/A
75	Can buyback list be created automatically to include multiple future terms?	F	L	N/A
76	Can buyback list be manually created?	F	L	N/A
77	Does the Textbook Module support both on-line real-time and if necessary a remote off-line buyback at the same time?	F	L	N/A
78	Can buyback limits be assigned by percentage to remote off-line buyback locations if necessary?	F	L	N/A
79	Does it support multiple tiers of buyback pricing:			

- Retail Buyback Price (computed as a user supplied percentage of selling price)? — F L N/A
- Retail Buyback Price (either user supplied percentage of new selling price regardless if student purchased it new or used or user supplied percentage depending if student purchased book new or used)? — F L N/A
- Special Price (user specified price for books to be bought for store at other than Retail Buyback Price)? — F L N/A
- Wholesaler's Guide Price? — F L N/A

Can the system read barcode or magstrip student id cards at buyback? — F L N/A

80	Can unlisted titles be bought back on the system?	F	L	N/A
81	Can an audit trail be maintained for each transaction, if desired?	F	L	N/A
82	Can an audit trail be maintained by buyer?	F	L	N/A
83	Can an audit trail be maintained by student ID?	F	L	N/A
84	Does system support wireless remote buyback locations with support from campus wireless networking resources?	F	L	N/A

Will this system allow the store to conduct its own buyback using multiple buying guides? — F L N/A

85	Does the buyback feature allow for entry of books by:			

- Author/Title? — F L N/A

		F	L	N/A
	• ISBN?	F	L	N/A
	• Scanned Bookland EAN?	F	L	N/A
86	Can each buyer create book specific "hot keys"?	F	L	N/A
87	Does the system allow automatic generation of appropriate Bookland EAN bar code label for books as they are bought during the buyback?	F	L	N/A
88	Does the system support selling books to wholesalers? This facility should generate a priced shipping list of books sold.	F	L	N/A
89	Can the system create a suggested store stock sell list based on current inventory levels and current/future needs?	F	L	N/A
90	Does the system show buyback bought quantity vs. limit for each title as it is being bought?	F	L	N/A
91	Does the system show the book set and all parts that make the set?	F	L	N/A
92	Does the system ask the buyer if all parts are being bought or only parts that are marked?	F	L	N/A
93	Does the system allow for parts of a set to be purchased in different quantities than the set as a whole?	F	L	N/A
94	Does the system alert the buyer to get the CD if required for the book to be bought?	F	L	N/A
95	Can the buyer search the database for alternate conditions of a book (book is supposed to have CD but a listing of book without the CD may exist)?	F	L	N/A
96	Does the system automatically switch from the retail buyback price to the wholesale buyback price when desired quantities are met?	F	L	N/A
97	Can you post to the system that there is a stolen book report for the title being considered for buyback?	F	L	N/A
	Can erroneous buyback transactions be easily cancelled?	F	L	N/A
	Does buyback module support both semester and perpetual buyback?	F	L	N/A

Communications

98	Does your Textbook Module directly interface to PUBNET®	F	L	N/A
99	Do all communications from the Textbook Module take place directly from a computer without the necessity of downloading an intermediate file to another computer before transmission?	F	L	N/A
100	Does the Textbook Module support batch transmission of orders through PUBNET®, and retrieval of PUBNET® notices?	F	L	N/A
101	Does the Textbook Module support automatic order transmission to publishers through Easylink?	F	L	N/A
102	Does the Textbook Module support automatic transmission and retrieval of want-lists to textbook wholesalers through Easylink?	F	L	N/A
103	Can the Textbook Module support automated posting of wholesaler want-list replies to that wholesaler's order records?	F	L	N/A
104	Does the Textbook Module support manual posting of wholesaler replies to orders?	F	L	N/A
105	Does your system support scheduled unattended want list transmission and retrieval?	F	L	N/A
	Please explain:			
106	Can reports be created and saved in PDF format?	F	L	N/A

Inquiries and Reports

107	Does the system have the ability to generate a variety of reports?	F	L	N/A

108	Are the reports template based for ease of use?	F	L	N/A
109	Does the system provide scheduled reports or automation	F	L	N/A
110	Do the scheduled reports allow for distinctive or custom names?	F	L	N/A
111	Are queries able to be output to:	F	L	N/A
	Screen?	F	L	N/A
	Printer?	F	L	N/A
	PDF?	F	L	N/A

What printers can your system work properly with?
_____

112	Can the system create a Pre-Order work list that is term specific which includes on hand, on order, estimated sales, estimated buyback quantity and open to buy?	F	L	N/A

Physical Inventory

113	Does the system support portable programmable scanners with capability to download to your system to update inventory?	F	L	N/A
	Please explain			
114	Can the Textbook Module generate inventory count-sheets?	F	L	N/A
115	For manual entry of inventory counts, can the data be entered in count-sheet order without having to manually call up each title?	F	L	N/A
116	Can the system provide a discrepancy report?	F	L	N/A

TEXTBOOK RENTAL MODULE

1	Does the module support serialized rentals?	F	L	N/A
2	Does the module support dynamic rentals?	F	L	N/A
3	Does the module require textbook inventory quantity to be removed from the textbook module and/or moved into the rental module?_____			
4	If so, at a later date can these items be easily moved back into regular inventory?_____			
5	Can a title be flagged as rental item during the adoption process?	F	L	N/A
6	Are there user-defined rental parameters including cost, late and lost fees, and start/end dates?	F	L	N/A
7	Is there an automatic generation of serial numbers for each book to be rented?	F	L	N/A
8	Does the system allow for a special identifier for rental books on the cash register screen?	F	L	N/A
9	Does the system allow for the renting of titles in the same transaction as a purchase?	F	L	N/A
10	Does the system provide for the assignment of a particular serial number to the student ID?	F	L	N/A
11	Does the system allow for due date and rental policy to be printed on the receipt?	F	L	N/A
12	Does the system allow for a signature line on the rental receipt?	F	L	N/A
13	Does the system allow for an electronic signature capture rather than on paper?	F	L	N/A

14	Does the system allow for rentals via store webpage along with purchases?	F	L	N/A
15	Does the system have the ability to perform back office rentals and/or voiding of transactions when needed?	F	L	N/A
16	Does the system include the ability to require an ID at return?	F	L	N/A
17	Does the system warn the user when the rented title is returned by a person other than the original renter?	F	L	N/A
18	Does the system allow for returns without ID (ie. after-hours drop box)?	F	L	N/A
19	Does the system have the functionality to send email reminders to students in case the books are late or lost?	F	L	N/A
20	Does the system allow for the posting of late and lost fees to student accounts?	F	L	N/A
21	Can erroneous rental information be easily modified/cancelled/deleted?	F	L	N/A

STUDENT TEXTBOOK RESERVATIONS

1	Does the application provide the ability to reserve textbooks for pick up/purchase in the	F	L	N/A
	Bookstore?			
2				
3	Does the system allow payment for reservation online with credit card, financial aid or pay when you pick-up?_____			
	Does the system allow for new, used, rental and eBooks to be included in reservation? _____			
4	Can the system simply return to the search process and continue to add books to the "book reservation list"?	F	L	N/A
5	Can the system simply add or remove textbooks from the "book reservation list"?	F	L	N/A
6	Can the system interface with the student registration system to automatically generate books for enrolled courses?	F	L	N/A
7	Can the Bookstore edit student textbook reservations?	F	L	N/A
8	Can the Bookstore cancel student textbook reservations?	F	L	N/A

INVENTORY MANAGEMENT: TRADEBOOKS

1	Do you support General Trade books?	F	L	N/A
2	How many installations of the Trade Module do you have? _____			

Databases

3	Does the system interface with these trade industry bibliographic databases:			
	• Ingram?	F	L	N/A
	• Baker & Taylor?	F	L	N/A

• Bowker's Books in Print?	F	L	N/A

4   Does the system utilize a trade bibliographic database:

• On CD-ROM	F	L	N/A
• On-line?	F	L	N/A

5   Does the General Trade book Module integrate with your POS system for maintaining perpetual inventory?   F   L   N/A

6   When placing orders, can entries in the general bibliographic database be used to easily generate a corresponding entry in the database of titles stocked in the store?   F   L   N/A

Please describe this process

_____

_____

_____

7   Does the provided vendor database contain:

• Sufficient information to efficiently generate orders?	F	L	N/A
• Summary tables of vendor's discount policies?	F	L	N/A
• Vendor's return policies?	F	L	N/A

Pricing

8   Does the system have the ability to set discounts by customer class and also limit the customer class discount by department?   F   L   N/A

9   When updates to the general bibliographic database are applied, does the user have the option of also updating local database records, including prices?   F   L   N/A

10   Does the system support promotional, event, or temporary price changes?   F   L   N/A

Can erroneous pricing information be easily modified?   F   L   N/A

Ordering

11   Does the system support the following ordering capabilities:

• Manual order creation?	F	L	N/A
• Automatic order creation?	F	L	N/A
• Order creation by projected sales?	F	L	N/A
• Automatically include outstanding special orders and mail orders?	F	L	N/A
• Display summary information about the order, such as total value of the order at cost and at retail, number of titles on the order, and number of books on the order?	F	L	N/A
• Display detailed information on each item's sales history?	F	L	N/A
• Display summary information about the vendor's discount schedules, and the discount, which would be earned if order were placed without modification?	F	L	N/A
• Allow buyer to modify quantities to be ordered, and delete titles from the order?	F	L	N/A

12   Can any item be flagged as "basic", indicating to the system that it is eligible for automatic replenishment or for the purpose of system suggestion?   F   L   N/A

13   Does the system support ordering processes including: F   L   N/A
   • purchase order generation
   • recommended reorders
based on parameters established by store buyers?

14	Are purchase orders printed by the system on demand?	F	L	N/A
15	Can purchase orders be pooled to take advantage of vendor volume discounts?	F	L	N/A
16	Can orders be placed electronically through PUBNET® or another EDI method if the store subscribes to those services?	F	L	N/A
17	Are automatic reorder recommendations triggered by minimum stock figures and based upon an auto-reorder flag that is set in the book records?	F	L	N/A
18	Does the ordering module automatically display at least twelve months of monthly sales history for each title?	F	L	N/A
19	Does the ordering module display at least eight weeks of weekly sales history for each title, including the current week to date?	F	L	N/A
20	Does the system maintain a perpetual inventory for each title using POS system supplied data?	F	L	N/A
21	Is the perpetual inventory kept in real time?	F	L	N/A
22	Does the system maintain summary data on vendor's discount schedules in the vendor database?	F	L	N/A
23	Are those vendor discounts automatically applied to the order so that the buyer can determine purchasing levels to maximize discounts?	F	L	N/A
	Can erroneous purchase orders be easily modified/cancelled/deleted?	F	L	N/A

Special Orders

24	Is there a Special Order process or module?	F	L	N/A
25	Are special orders tracked to provide better turn-around and order/status information to our customers?	F	L	N/A
26	Can a clerk create a special order by associating an existing customer's data with information about the book?	F	L	N/A
27	When taking a special order, does the system warn the user when a title is already in stock?	F	L	N/A
28	When taking a special order, can the system also take a deposit?	F	L	N/A
29	If a deposit was taken on a special order, is it automatically applied at the cash register when the order is picked up?	F	L	N/A
30	When a customer with a received special order makes a purchase, is the cashier automatically alerted that the special ordered item is available?	F	L	N/A
31	Can outstanding special orders automatically be included on purchase orders?	F	L	N/A
32	Can the system automatically generate an e-mail message to a customer upon receipt of a special order?	F	L	N/A
	Can erroneous special orders be modified/cancelled/deleted?	F	L	N/A

Receiving

33	Can the General Trade book Receiving Module generate labels for titles that are not vendor bar code labeled?	F	L	N/A
34	Can the system create and generate bar codes for books that do not have an ISBN?	F	L	N/A
35	Does the receiving feature allow for the update of cost and retail prices while receiving?	F	L	N/A
36	Are those values updated in the inventory in real time?	F	L	N/A
37	Can the user use the bar code scanner to receive merchandise?	F	L	N/A

38	Does the receiving function provide the user the option of displaying only open purchase order lines on receiving reports and entry screens?	F	L	N/A
39	Does the receiving function provide a report that indicates which items are for customer orders?	F	L	N/A
40	Does the customer orders received report include customer data for easy notification and fulfillment?	F	L	N/A
41	Can the user elect to receive an entire purchase order simply by indicating that there are no exceptions?	F	L	N/A
42	Does the system allocate inventory to the appropriate purchase order when receiving items ordered at different times?	F	L	N/A
43	For items received but not ordered, does the system automatically generate a new purchase order?	F	L	N/A
	Can erroneous receiving be easily modified, cancelled and deleted?	F	L	N/A

Returns to Vendor

44	Does the system provide for an automatic return feature that will suggest return of excess stock, and slow moving titles?	F	L	N/A
45	Does the Automatic Return Process allow for selecting items/titles to extract based upon the following global criteria:			
	• Invoice date?	F	L	N/A
	• Slow sellers?	F	L	N/A
	• Overstocked items?	F	L	N/A
46	Once the global criteria selection has been made, can the user further define their returns extract selection by the following:			
	• Vendor?	F	L	N/A
	• Publisher?	F	L	N/A
	• Department?	F	L	N/A
	• Category?	F	L	N/A
47	Does the system allow for "manual returns" function allowing user to manually select titles for return?	F	L	N/A
48	When processing returns, does the General Trade book Module generate:			
	• Packing lists with invoice information per item?	F	L	N/A
	• Automatic updates to the inventory?	F	L	N/A
49	When processing returns, does the system allow the user to automatically remove unwanted items/titles from the inventory as part of the returns process?	F	L	N/A
50	Does the system keep return information for each item indefinitely?	F	L	N/A
	Can erroneous returns be easily modified/cancelled/deleted?	F	L	N/A

Inquiries and Reports

51	Does the system create sales reports and sales histories to aid in inventory control and the order decision process?	F	L	N/A
52	Do sales reports include filters that allow the user to analyze data based on:			
	• Publisher/Manufacturer?	F	L	N/A

	• Vendor?	F	L	N/A
	• Department?	F	L	N/A
	• Category	F	L	N/A
	• Quantity sold?	F	L	N/A
	• Specified date ranges?	F	L	N/A
53	Do sales reports allow the user to combine all types of merchandise in one report to aid in the analysis of the inventory as a whole?	F	L	N/A
54	Can sales reports be stated in summary by department?	F	L	N/A
55	Can sales reports include line item data for each record?	F	L	N/A
56	Is there a Bestseller Report?	F	L	N/A
57	Are there reports that compare inventory values to sales values?			
	• By department?	F	L	N/A
	• By category?	F	L	N/A
58	Does the system provide an inquiry for buyers which shows sales, inventory, and order information?	F	L	N/A
59	Can reports be viewed on screen and then printed to a printer?	F	L	N/A
60	Can you save report parameters to provide consistency in data over time?	F	L	N/A
61	Can report data be exported for use in other spreadsheet or database programs?	F	L	N/A
62	Does the system have the ability to extract user defined data elements and export to external data files?	F	L	N/A

Physical Inventory

63	Does the system support portable programmable scanners with capability to download to the POS to update inventory?	F	L	N/A
64	Does the General Trade book Module generate inventory count-sheets in category/author order?	F	L	N/A
65	For manual entry of inventory counts, can the data be entered in count-sheet order without the need to manually call up each title?	F	L	N/A
66	Can the inventory be frozen when taking a physical count, allowing other processes to continue normally, and providing for discrimination between transactions "before inventory" and those "after inventory"?	F	L	N/A
67	Can it generate reports of lost and recovered inventory?	F	L	N/A
68	Can it automatically calculate the value of this inventory?	F	L	N/A

INVENTORY MANAGEMENT: GENERAL MERCHANDISE

Reporting Structures and SKU Data Structures

1	Does the system support General Merchandise?	F	L	N/A
2	Does the system provide for tracking and reporting of inventory and sales at all of the following levels:			
	• Department?	F	L	N/A

		F	L	N/A
	• Class?	F	L	N/A
	• Style?	F	L	N/A
	• SKU?	F	L	N/A
3	Does the General Merchandise Module allow for tracking and reporting on inventory by the color, size, and imprint associated with a SKU?	F	L	N/A
4	Can a SKU be assigned to a user-defined category with inventory, purchases, and sales for that category tracked as a group?	F	L	N/A
5	Can any item be flagged as "basic", indicating to the system that it is eligible for automatic replenishment or for the purpose of system suggestions for distribution?	F	L	N/A
6	Does the General Merchandise Module allow some items to be tracked at the SKU level while others are recorded only at the department level?	F	L	N/A
7	Can the system suggest store transfers for balancing general merchandise inventory between locations based on a user-defined model for stock on hand?	F	L	N/A
8	Can the system automatically calculate the cost of this inventory?	F	L	N/A
9	Can it be set to require an explanation or comment line for any and all stock adjustments?	F	L	N/A
10	Can stock adjustment reports be run that include comments?	F	L	N/A
11	Can a shrinkage report be run?	F	L	N/A
12	Can the system do "electronic checks" and if so explain the process?	F	L	N/A

Open-to-buy

7	Does the General Merchandise Module provide an open-to-buy system?	F	L	N/A
8	Are open-to-buy calculations dynamically updated as a result of purchasing, selling, price changes, etc.?	F	L	N/A

Purchasing

9	In the General Merchandise Module purchase order module, do values associated with the vendor (from the vendor file) default to the purchase order?	F	L	N/A
10	When purchase orders are created, can the user enter comments or messages at the ORDER level for the:			
	• Vendor?	F	L	N/A
	• Receiving department?	F	L	N/A
	• Special order comment?	F	L	N/A
11	When creating a purchase order, if a SKU is not already on file, can it be created from within the purchase order module?	F	L	N/A
12	Can items be ordered by color, size, etc.?	F	L	N/A
13	Does it provide purchase order reporting by vendor?	F	L	N/A
14	Does the purchase order module provide for suggested reorder based upon a min/max units approach?	F	L	N/A
15	Does the General Merchandise Purchasing Module utilize the same interface (i.e. screens and	F	L	N/A

menus) as the General Trade book?

Special Orders

16	Are special orders tracked to provide better turn-around and order/status information to our customers?	F	L	N/A
17	Can a clerk create a special order by associating an existing customer's data with information about the item?	F	L	N/A
18	When taking a special order, does the system warn the user when an item is already in stock?	F	L	N/A
19	When taking a special order, can the system also take a deposit?	F	L	N/A
20	If a deposit was taken on a special order, is it automatically applied at the cash register when the order is picked up?	F	L	N/A
21	When a customer with a received special order makes a purchase, is the cashier automatically alerted that the special ordered item is available?	F	L	N/A
22	Can outstanding special orders automatically be included on purchase orders?	F	L	N/A
23	Can the system automatically generate an e-mail message to a customer upon receipt of a special order?	F	L	N/A
24	Does the General Merchandise Special Order Module utilize the same interface (i.e. screens and menus) as the General Trade book?	F	L	N/A

Receiving

25	Does the General Merchandise Receiving Module utilize the same interface (i.e. screens and menus) as the General Trade book?	F	L	N/A
	Can erroneous receiving be easily modified/cancelled/deleted?	F	L	N/A

Returns to Vendor

26	Does the system provide for an automatic return feature that will suggest return of excess stock, and slow moving items?	F	L	N/A
27	Does the system allow for "manual returns" function allowing user to manually select items for return?	F	L	N/A
28	Does the General Merchandise Returns Module utilize the same interface (i.e. screens and menus) as the General Trade book?	F	L	N/A
	Can erroneous returns be easily modified/cancelled/deleted?	F	L	N/A

Merchandise Marking

29	Does the General Merchandise Module produce bar code labels for items which are not vendor marked?	F	L	N/A

Physical Inventory

30	Does the system support portable programmable scanners with capability to download to the POS to update inventory?	F	L	N/A
31	Does the software generate inventory count-sheets in category/author order?	F	L	N/A
	Are reports by store fixture available?	F	L	N/A

	Are reports by item/SKU available?	F	L	N/A
	Are reports by merchandise classification available?	F	L	N/A
32	For manual entry of inventory counts, can the data be entered in count-sheet order without the need to manually call up each title?	F	L	N/A
33	Can the inventory be frozen when taking a physical count, allowing other processes to continue normally, and providing for discrimination between transactions "before inventory" and those "after inventory"?	F	L	N/A
34	Can it automatically calculate the cost of this inventory?	F	L	N/A
	Can it generate reports of lost and recovered inventory?	F	L	N/A
	Is cost calculated using FIFO or weighted Moving Average Inventory valuation methods?	F	L	N/A

Inquiries and Reports

35	Does the system provide reports of vendor performance?	F	L	N/A
36	Does the system provide gross margin analysis reporting?	F	L	N/A
37	Does the system provide such an inquiry for buyers at the category level and higher?	F	L	N/A
38	Does the system provide for comparative performance between various departments and categories?	F	L	N/A
39	Does the system have the ability to extract user defined data elements and export to external data files?	F	L	N/A
40	Are queries able to be output to:			
	• Screen?	F	L	N/A
	• Printer?	F	L	N/A
41	Does the General Merchandise Module provide facilities for generating template based queries?	F	L	N/A

POINT-OF-SALE: APPLICATION SOFTWARE

1	Does the application software provide easy-to-use Graphical User Interface (GUI)?	F	L	N/A
2	Does the system use true Windows rather than emulation software?	F	L	N/A
3	Are price changes an integrated part of the inventory allowing for real time access from all areas of the software?	F	L	N/A
4	Is Price-Look-Up an integrated element of the database and accessible through the POS?	F	L	N/A
5	Are all changes to the prices in inventory available in real time at the POS?	F	L	N/A
6	Can updates to the inventory file from anywhere in the system be done any time during the day, with no interruption of transaction processing by the terminals?	F	L	N/A
7	Can student ID cards be scanned at the cash register?	F	L	N/A
8	Does the cash register include item tracking of purchases by customer?	F	L	N/A
9	Does the system support an unlimited number of user-defined payment types?	F	L	N/A
10	Can a refund and a sale be processed in the same transaction?	F	L	N/A

11	Does the cash register include a void feature?	F	L	N/A
12	Can the void and return features be restricted unless approved by a manager override code?	F	L	N/A
13	Can duplicate receipts be reprinted at any time?	F	L	N/A
14	Does the system automatically calculate sales tax based on pre-programmed criteria?	F	L	N/A
15	Does the system provide tax override capability to make items non-taxable?	F	L	N/A
16	Can the user define which tender types are to be allowed?	F	L	N/A
17	Does the system accept customer payment in any combination of cash, check, merchandise credit, gift certificate, bank card charges, etc.?	F	L	N/A
18	Does POS support suspended sales and retrieval at a later time for quick checkout?	F	L	N/A
19	Does the system provide a detailed register receipt with programmable message?	F	L	N/A
20	Can cashiers be required to have a supervisor override for certain user specified types of transactions?	F	L	N/A
21	Can end-of-day reports (z-tapes) from past time periods be retrieved at any time?	F	L	N/A
22	Does the system support an internal Gift Card Program with no transaction fee?	F	L	N/A
23	Does the system support a Book Fair module for off-site selling options?	F	L	N/A
	Does the system support electronic signature capture for customer accounts?	F	L	N/A
	Does the system offer a hand-held wireless POS device and what are the specifications?	F	L	N/A

_____
_____

	Does the system allow 2 or more items to be scanned dynamically to offer "kit" discounting?	F	L	N/A
	Does the system offer a price checker system?			
		F	L	N/A

Bankcard/Personal Check Authorization

24	Will the system handle multiple bankcard authorizations in real-time?	F	L	N/A
25	Does the application accept credit card data scanned through an integrated magnetic strip reader?	F	L	N/A
26	Does the application read debit/ATM cards with a track 2 magnetic strip reader?	F	L	N/A
27	Does the application automatically produce bank charge card invoices for customer signature using the POS terminal's standard printer?	F	L	N/A
	Does the system support electronic signature capture?	F	L	N/A
28	Can credit cards be processed over a secure Internet connection?	F	L	N/A
29	Are all major clearinghouses supported for bankcards?	F	L	N/A
30	Can the system support a bad check flag at POS?	F	L	N/A
31		F	L	N/A
	Does it frank the back of the check for bank deposit?			
32	Will the system accept a check over the amount tendered with the appropriate change being calculated by the POS terminal?	F	L	N/A

Customer Database

33	Can mailing lists be generated from the customer database?	F	L	N/A
34	Can an email list be generated from the customer database?	F	L	N/A
35	Does the POS track sales by line item, transaction number and customer?	F	L	N/A
36	Can the transaction data be searched based on customer purchase criteria including:			
	• Single or multiple titles/items?	F	L	N/A
	• Purchase history by time frame?	F	L	N/A
	• Purchase history by dollars spent?	F	L	N/A
	• Category or department purchases?	F	L	N/A
37	After the data is generated in the methods listed above, can the data be used			
	• To automatically generate mailing labels?	F	L	N/A
	• To send an email?	F	L	N/A
38	Is there a built-in Frequent Buyer program with user-defined trigger criteria?	F	L	N/A
39	Does the Frequent Buyer program track issued and redeemed awards?	F	L	N/A
40	Is this information readily available at the POS?	F	L	N/A
41	Does POS include a gift certificate issuing, tracking and redemption feature?	F	L	N/A
42	Does this include the use of pre-printed Gift Cards?	F	L	N/A
43	Does the customer database include a detailed contact record?	F	L	N/A
44	Does the customer database allow for pre-setting of discounts awarded to individuals or groups of customers?	F	L	N/A
45	Are customer discounts automatically applied at the POS?	F	L	N/A
46	In the customer master file can we designate customers as tax or no tax?	F	L	N/A
47	Is this tax exemption automatically applied at the POS?	F	L	N/A
48	Can the system accommodate taxable and non-taxable rates within one transaction?	F	L	N/A

Security Controls

49	Does the system allow for an entry to be deleted prior to hitting the enter or total key?	F	L	N/A
50	Is the ability to void whole or individual line items done with supervisory control?	F	L	N/A
51	Can your security system limit access to modules by user?	F	L	N/A
52	Is password security provided for cashiers, supervisors, and the system operator?	F	L	N/A
53	Can a password profile be set up to limit the transactions that a cashier is able to perform?	F	L	N/A
54	Does the system provide log on/log off security?	F	L	N/A
55	Does the system provide for supervisory security and override capabilities through a password?	F	L	N/A
56	Can these password profiles be set up for:			
	• All cashiers?	F	L	N/A
	• A single cashier?	F	L	N/A
	• A group of cashiers?	F	L	N/A

Productivity Measurement

57	Does the system provide a report of cashier productivity?	F	L	N/A
58	Can these reports be accessed at any time of the day?	F	L	N/A
59	Does the system allow for codes to each cashier, supervisor and manager for activity tracking?	F	L	N/A

Till Control

Till control refers to the facilities and procedures by which cash and other tender are tracked and audited.

60	When a cashier receives an "opening fund" of cash at the beginning of a shift, can the amount of that cash be entered in the system?	F	L	N/A
61	As cash is added to a till from the central change fund during the day, can these amounts also be recorded?	F	L	N/A
62	As tender is removed from a till during the day, can it be recorded?	F	L	N/A
63	At the end of the shift, can the ending counts of tender in the till be counted into the system?	F	L	N/A
64	At the end of the day can the system provide a drawer closing report to balance cash drawer (checks, charges, etc.)?	F	L	N/A
65	Can a report be generated, summarizing the activity performed by the cashier, and showing the amount over/short?	F	L	N/A
66	Does the system support the ability to have as many tenders as needed and to identify them on reports and sales slips?	F	L	N/A

Electronic Journal

67	Does the POS system maintain a complete and detailed log of each transaction in an electronic file and is it accessible throughout the day?	F	L	N/A
68	Is this electronic journal searchable by:			
	• Dollar amount?	F	L	N/A
	• Tender type?	F	L	N/A
	• Workstation?	F	L	N/A
	• Customer?	F	L	N/A
	• SKU?	F	L	N/A
69	Can this electronic journal be reviewed for any previous sales dates?	F	L	N/A

Training

70	Can the system provide a permanent training mode for cashiers?	F	L	N/A
71	Does your company provide Internet-based training?	F	L	N/A
	Onsite at our location?	F	L	N/A
	Your location?	F	L	N/A

House Charges

This includes sponsored student charge billing, college departmental charges and financial aid

72	Does the POS system support receipt of a "credit authorization file" from an external system?	F	L	N/A
73	Can your system support a magnetic strip campus card?	F	L	N/A
74	Based on the data in the credit authorization file, can the POS system:			
	• Restrict charges to accounts which are over their credit limit?	F	L	N/A
	• Print a detailed invoice, itemizing merchandise charges?	F	L	N/A
75	Does the system provide a detail of purchasing history per customer?	F	L	N/A
76	Can the system provide a daily activity report of the charges by department?	F	L	N/A
77	Can the system provide a report by department which includes items:			
	• Items charged or credited?	F	L	N/A
	• Item description?	F	L	N/A
	• Quantity?	F	L	N/A
	• Account balance?	F	L	N/A
78	Will this activity be posted in real time?	F	L	N/A
80	Can the system provide a two-part receipt, one for a signature?	F	L	N/A
	Can the system support electronic signature capture at the register?	F	L	N/A
81	Can the system interface with the campus financial aid system to allow students to charge items to their financial aid grants?	F	L	N/A

Refunds, Credits, and Exchanges

82	Does the system allow for the documentation of refunds:			
	• By item?			
	• SKU categories?			
	• ISBN categories?			
83	Does the system track money paid out for refunds?	F	L	N/A
84	Does the system support merchandise returns from bank charge cards?	F	L	N/A
85	Does the system support an even exchange of merchandise?	F	L	N/A
86	Will the system automatically update inventory?	F	L	N/A
87	Does the system provide reports for reconciliation of cashier's daily business of money paid out and for what purpose?	F	L	N/A

Accounts Receivable

88	Is the A/R application fully integrated with point-of-sale?	F	L	N/A
89	Does the POS system automatically post charges to accounts receivable in real-time?	F	L	N/A
90	Does the system allow payments and credits/refunds to be handled at the register?	F	L	N/A
91	Does the accounts receivable application handle balance forward and deposit accounts?	F	L	N/A

92	Does the application allow external access to accounts receivable data, either through exporting of files or some other method?	F	L	N/A
93	Does the application allow restrictions to be placed on accounts, such as credit limits?	F	L	N/A
94	What is the maximum number of accounts supported by this application? _____			
95	Does the application allow the user to post adjustments and corrections to accounts?	F	L	N/A
96	Does the application provide full audit trails for POS transactions, accounts receivable postings?	F	L	N/A
97	Does the application support marking of accounts with discount and tax status?	F	L	N/A
98	Can this information be applies to specific account types?	F	L	N/A
99	Does the application support account-grouping codes for billing or report purposes?	F	L	N/A

Inquiries and Reports

100	Does the application provide the following search parameters:			
	• Account number?	F	L	N/A
	• Name?	F	L	N/A
	• Company name?	F	L	N/A
	• Campus department?	F	L	N/A
101	Does the application provide the following information in inquiry screens:			
	• Full account information?	F	L	N/A
	• Transaction history?	F	L	N/A
	• Current account balances?	F	L	N/A
	• Credit limits?	F	L	N/A
	• Discount and taxable information?	F	L	N/A
	• Account type?	F	L	N/A
102	Does the application provide the following pre-defined reports and documents			
	• Monthly statements by transaction?	F	L	N/A
	• Monthly statements with complete line item detail per transaction?	F	L	N/A
	• Accounts history for selected accounts?	F	L	N/A
	• Account listings with full account information?	F	L	N/A

SPECIAL FUNCTIONS FOR PROCESSING BOOKS AND NON-BOOK ITEMS

1	Does the system support the full Bookland EAN standard bar code, including the suffix?	F	L	N/A
2	Do the scanners proposed read the full Bookland EAN bar code, including suffix?	F	L	N/A
3	Do the textbook records in the inventory file include two prices, one for new and one for used?	F	L	N/A
4	When scanning textbooks, can the POS application discriminate between new and used copies, and price the sale accordingly?	F	L	N/A
5	Does the receipt and detail tapes show the:			
	• ISBN?	F	L	N/A

		F	L	N/A
•	Short title?	F	L	N/A
•	New, Used and Rental?	F	L	N/A

6. Can textbook items be rung up by manually keying in the ISBN and new or used condition indicated?   F   L   N/A

7. Can items be entered to the POS by selecting from the description in the inventory file?   F   L   N/A

8. Can non-textbook titles be rung by manually entering the identifier?   F   L   N/A

9. Frequently, a given title will be stocked in both the Textbook department, and the General Trade book department. Can your application discriminate:

     • Between copies from these two areas?   F   L   N/A

     • Record the transaction so that the sale is credited to the proper department?   F   L   N/A

     • Update inventory properly?   F   L   N/A

10. Are items with standard UPC bar codes and code 39 supported?   F   L   N/A

11. The POS should not require the application of any special bar codes to items that are already vendor marked. Does your software meet this requirement?   F   L   N/A

E-Commerce Module

Is the E-commerce system compatible with Internet Explorer, Firefox and Safari?   F   L   N/A

Does your system integrate with the pos/inventory system previously outlined?   F   L   N/A

Automatically updating sales from both the physical store and the website?   F   L   N/A

Can E-Commerce services proposed by the vendor be used without a need to procure a server and can the E-Commerce server be upgraded without affecting the E-Commerce site availability?   F   L   N/A

Are E-Commerce capabilities scalable to suit the needs of our operation without expensive hardware or software upgrades?   F   L   N/A

Is the E-Commerce inventory linked in real-time directly to the store inventory, or are E-Commerce inventory levels updated using a batch process?   F   L   N/A

Can the E-Commerce inventory level be set to automatically show "out of stock" immediately as soon as store inventory reaches a predetermined (non-zero) level?   F   L   N/A

Are ecommerce customers required to set-up an account or otherwise login to make purchases?   F   L   N/A

Is the module fully customizable?
Please describe:_____   F   L   N/A

Does your ecommerce solution integrate both textbook & merchandise images into the webpage?   F   L   N/A

Can textbooks be purchased on the module new, used, rental and eBook all in a single transaction?   F   L   N/A

Can textbooks be reserved on the module new, used, rental and eBook all in a single transaction?   F   L   N/A

Does the module accept credit card & financial aid payments in real-time?   F   L   N/A

Does E-Commerce have both a shipping and paid pickup option that can be turned on and off at our discretion?   F   L   N/A

Would your system support a multi-store website for textbooks and general merchandise?   F   L   N/A

Can your system provide real time buyback prices on the website that can be turned on and   F   L   N/A

off at our discretion?

Does your system integrate with Verba or other similar price comparison applications?   F   L   N/A

HARDWARE AND OPERATING SYSTEM: POINT-OF-SALE
GENERAL – INTERFACE ISSUES

1.   The Point-of-Sale System must include at least the following elements. Does your proposal include all hardware
      and operating system software needed to provide:
      - integrated peer-to-peer, client-server technology;   F   L   N/A
      - a series of point-of-sale terminals (cash registers);   F   L   N/A
      - real time updates between all client workstations;   F   L   N/A
      - A means of electronically obtaining bank card credit authorizations.   F   L   N/A

2.   Can POS terminals be operated via wireless?   F   L   N/A

3.   Can a laptop be used as a register?   F   L   N/A

4.   How many terminals (cash registers) can the system support?   _____

5.   Is this system based on client-server technology? Does one server or PC act as a
      central source for   F   L   N/A
      - Price-look-up file;   F   L   N/A
      - Detailed transaction log;   F   L   N/A
      - Parameter files (tax tables, personalization files, etc.)   F   L   N/A
      - Purchasing and receiving   F   L   N/A
      - Customer Master File   F   L   N/A
      - Vendor Master File   F   L   N/A

POINT-OF-SALE TERMINALS

1.   Each point-of-sale terminal must be modular, allowing for user replacement of a
      failing component. Are each of the following components included in each terminal
      as proposed?

      Base unit containing the processor, memory, etc.   F   L   N/A

      Lockable cash drawer, with removable till.   F   L   N/A

      Operator display, capable of displaying full system GUI?   F   L   N/A
      Cash register type printer, capable of printing customer receipt, detail tape, and
      inserted slip. What is the printer's character per second speed?   F   L   N/A
      Bar code scanner capable of reading the standard UPC and Bookland EAN including
      suffix bar codes, as well as any other bar codes which your system may require.   F   L   N/A

      Dual track magnetic strip reader for input of bankcard data.   F   L   N/A

      Supervisor password for limiting sensitive activities to supervisor control.   F   L   N/A
2   If a terminal is disconnected from the system, can the other devices continue to
      operate normally?   F   L   N/A

3   Can terminals be easily moved (assuming that cabling is in place at the new location)?   F   L   N/A

4   Does the system use standard TCP/IP protocol for networking?   F   L   N/A

BUYBACK SCANNERS

The use of Bookland EAN capable bar code scanners is required by this RFP. For economy, some scanners must be capable of being used on both the POS terminals, and on the computer terminals where buyback is performed.

1   Does your proposal include some scanners capable of use on both POS terminals and buyback (back office computer) terminals?   F   L   N/A

APPLICATION SOFTWARE: SUPPORT AND TRAINING

1.   Describe briefly your method of providing software support:_____

_____

_____

2.   What are your standard support hours? _____

3.   What extended support do you offer for weekends, after/before regular support hours & holidays? What is the cost?_____

_____
_____

4.   What is the average response time for support?_____

5.   Is support available using a toll-free telephone number?_____

6.   What percentage of calls with questions or problems is resolved during the first contact?_____

7.   Will support personnel have the same software as proposed here?   F   L   N/A

8.   Can you provide support electronically over the internet in order to diagnose problems, assist users, and transmit software fixes on both the back office software and point-of-sale software?   F   L   N/A

9.   Are application software enhancements included as part of the support fee?
_____

10.   Briefly describe your method of providing user training for application software._____
_____

11.   Is re-training available after the initial installation period?_____

12.   Does your system provide Internet based training?   F   L   N/A

7 Registers – 4 Admin Users +			
	Quantity	**Price Each**	**Extended**
Hardware			
Software			
Database Licenses			
Installation (# days)			
Training (4 Admin Users)			

Off site and on site			

Recurring Costs	
	Annual Fees
Hardware Maintenance	
Operating System Software Maintenance	
Support Maintenance	

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.)

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). 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 "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

OFFSHORE CONTRACTING (JAN 2006)
Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:
(a)   What type of work is being contracted offshore?
_____
(b)   What percentage (%) of the total work is being contracted offshore?
_____
(c)   What percentage (%) of the total value of the contract is being contracted offshore?

_____
(d)   Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

V. Qualifications

QUALIFICATION OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015): Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the 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 contact and evaluate your proposed subcontractors. [05-5030-2]

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.

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.

A. **Detailed Explanation of Proposed System**

The completeness and suitability of offering company's proposed system to meet or exceed the University's needs stated in the RFP.

B. **Company Experience**

Qualifications and experience of company in successful implementation and completing projects of similar size and scope within higher education.

C. **Cost Proposal**

A thorough and detailed breaking down of all costs for various licensing models as specified within the RFP. Provide a cost breakdown of any additional costs associated with licensing and supporting products as well as any additional costs that might be associated with usage of the product outside of normal licensing costs

(Offeror MUST Provide Fee schedule sealed and separate from the balance of its proposal response)

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)
Submit your best terms from both a price and 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 without prior notice. 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. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. 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). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

VII. Terms and Conditions - A. General

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)
(a) **Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer,**

assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)
(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 two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all 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. [07-7A005-2]

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)
(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.
(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by 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. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006)
(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

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

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

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

FIXED PRICING REQUIRED (JANUARY 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. 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.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. 9b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

NO INDEMNITY OR DEFENSE (FEB 2015)
Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

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

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT & INTEREST (FEB 2015)
(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

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

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

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

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JANUARY 2006) Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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

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

VII. Terms and Conditions - B. Special

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.

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)
(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.
(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.
(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

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.

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.

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. [07-7B067-1]

DEFAULT (JAN 2006):

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

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

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

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)
(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.
(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.
(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INFORMATION SECURITY - DEFINITIONS (FEB 2015)
The following definitions are used in those clauses that cross reference this clause.
Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.
Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.
Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.
Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.
Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.
Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.
Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.
Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

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)** Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. **(d)** As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing

materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B105-1]

INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

(a) *Definitions*. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

Intrusion means an unauthorized act of bypassing the security mechanisms of a system.

Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

Safeguarding means measures or controls that are prescribed to protect information.

Voice means all oral information regardless of transmission protocol.

(b) *Safeguarding Information*. Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor stall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures*. Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

(1) <u>Protecting information on public computers or Web sites</u>: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) <u>Transmitting electronic information</u>. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) <u>Transmitting voice and fax information</u>. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) <u>Physical and electronic barriers</u>. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) <u>Sanitization</u>. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.

(6) <u>Intrusion protection</u>. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) <u>Transfer limitations</u>. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) *Subcontracts*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information*. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions*. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) *Legal mandates*. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

(d) *Collecting Information*. Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) *Rights, Disclosure and Use*. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) *Return*. Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws*. Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) *Actions Following Disclosure*. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper us. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(*i*) *Survival & Remedy*. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)
To the extent applicable:
(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

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

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

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 [07-7B180-1].

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.

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)
(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.
(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.
[07-7B212-1]

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) [07-7B220-1]

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 <u>final</u> 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 2015): (a) 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. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will void ab initio. [07-7B245-2]

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 a 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. [07-7B280-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PLEASE REFER TO THE COST PROPOSAL ITEM OF THE PROPOSAL CONTENTS SUBSECTION IN SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT OF THE SOLICITATION.

IX. ATTACHMENTS TO SOLICITATION

STATE OF SOUTH CAROLINA
STANDARD EQUIPMENT AGREEMENT

This Agreement, made this _____ day of _____, 20___, between _____

whose address is _____ (Lessor)

and _____, an agency of the State of South Carolina (Lessee)

.

If this Agreement is entered into as a result of a solicitation, in the event of an inconsistency between provisions of this Agreement and other terms of the solicitation, the inconsistency shall be resolved by giving precedence to the terms and conditions of the solicitation. This Agreement is entered into in connection with solicitation or contract number _____.

Lessor hereby leases to Lessee the equipment described on the attached Exhibit A, upon the following terms:

1. **TERM OF LEASE**
    The term of this Agreement shall commence on the date of acceptance by Lessee and shall continue for a period of _____ _____ unless sooner terminated by either party as provided herein. The initial term and renewal term cannot exceed a total of five (5) years.

2. **RENTAL**
    Lessee agrees to pay rental of: (1)_____Dollars per _____during the term of this Agreement, or (2) the amounts and upon the conditions stated in the Schedule of Payments attached as Exhibit B. The first rental payment shall be due and payable on the day after the date of acceptance by Lessee. Subsequent payments shall be due on the _____ day of each _____ thereafter. South Carolina sales or use taxes shall be stated separately.

3. **DELIVERY**
    Delivery shall be not later than _____ from date hereof, time being of the essence. Delivery costs shall be borne by _____, and such costs shall not exceed _____.

4. **INSTALLATION**
    Lessor shall install the equipment at a suitable location designated by Lessee. Installation costs shall be borne by_____, and such costs shall not exceed _____

5. **ACCEPTANCE**
    Upon delivery and installation of the equipment at _____, Lessee shall test and inspect it, and if in good working order, accept the equipment and acknowledge the acceptance in writing. The date of acceptance shall be the date upon which Lessee acknowledges in writing that the equipment is installed and operating properly.

6. **MAINTENANCE**
    Lessee shall use the equipment in a careful and proper manner in compliance with its intended use. Lessor shall at its expense maintain each item of equipment in good mechanical condition and working order. Lessee shall not be responsible for normal wear and tear resulting from the use thereof.
    OR
    Maintenance shall be as stated on the attached Exhibit C.

7. **INSPECTION**
    Lessor shall have the right, upon reasonable prior notice to Lessee and during Lessee's normal working hours, to inspect the equipment and observe its use at the premises of Lessee.

8. **TITLE**
    The equipment shall at all times remain the property of Lessor and Lessee shall have no right, title, or interest therein except as expressly set forth in thisAgreement.

9. **GOVERNING LAW**
    This Agreement shall be governed in all respects by the laws of the State of South Carolina.

10. **HOLD HARMLESS**
    Lessor shall indemnify and save Lessee harmless from any and all liability, damages, expenses, causes of action, suits, claims or judgments arising from injury to person or property resulting from delivery or transportation of equipment caused by the negligence of Lessor, his agents or servants, and Lessor shall at its own expense, defend any and all suits which may be brought against Lessee, either alone or in conjunction with others, upon any such liability or claim or claims.

11. **JURISDICTION**
    Lessor acknowledges that it is subject to the jurisdiction and process of the State of South Carolina as to all matters and disputes arising pursuant to the Agreement and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State or its political subdivisions. Lessor agrees to execute any and all agreements necessary to accomplish this provision.

12. **DEFAULT**
    Upon the failure of Lessee to make any payment when due, or upon the failure of Lessee to perform any other obligations imposed upon it by this Agreement and upon the continuance of such failure after the receipt if thirty (30) days written notice thereof from Lessor, Lessee shall be deemed to be in default and Lessor shall have the right to terminate this Agreement. Upon the failure of Lessor to perform any obligation imposed upon it by this Agreement, and upon the continuance of such failure after receipt of _____ days written notice thereof from Lessee, Lessor shall be deemed to be in default and Lessee shall have the right to terminate this Agreement.

13. **TERMINATION**

(a) This Agreement may be terminated by Lessee's giving thirty (30) days prior written notice of such termination to Lessor. Lessee shall negotiate

reasonable termination costs, if applicable.

(b) Upon the termination of this Agreement as a result of a default by Lessor, Lessee shall be entitled to proceed by appropriate court action to enforce

specific performance of this Agreement, to recover damages for breach, or to take such other action as may be permitted by law.

14. **NON-APPROPRIATION CLAUSE**

Notwithstanding any other provisions of this Agreement, the parties agree that the rental is payable by Lessee from appropriations, grants, and monies from the State Legislature and other governmental entities. In the event sufficient appropriation, grants, and monies are not made available to Lessee to pay this

rent for any fiscal year, this Agreement shall terminate without further obligation of Lessee. In such event, the chief executive officer of Lessee shall certify to Lessor that sufficient funds have not been made available to Lessee to meet the obligations of this Agreement; and such certification shall be conclusive upon the parties.

15. **RENEWAL**

Lessee may, at its option by giving written notice to Lessor not less than thirty (30) days prior to the expiration of the initial term, renew this Agreement for an additional term of _____ upon the same terms and conditions as this Agreement , provided that the initial term and the renewal term cannot exceed a total of five (5) years.

16. **NOTICES**

All notices and other communications made or required to be given under this Agreement shall be made in writing and mailed to the other party at its address as set forth herein or at such address as the party may provide from time to time.

Lessor's address: _____

_____

_____

_____

Lessee's address: _____

_____

_____

17. **ASSIGNMENT**

Lessor may, with the prior approval of Lessee, assign its right to receive payment of rent hereunder, provided that such assignments shall not relieve Lessor of its responsibility to perform any duty imposed herein.

18. **RELOCATION**

In the event Lessee desires to relocate the equipment within its offices or elsewhere in South Carolina State Government, Lessor will submit a price quotation not to exceed Lessor's cost for the move or will prepare equipment to be moved by other mutually acceptable means.

19. **PATENTS INDEMNITY**

Lessor shall defend, at its own expense, any action brought against Lessee to the extent that it is based on a claim that the equipment supplies by lessor infringes a United States Patent, and Lessor will pay any costs and will indemnify Lessee for all expenses which are attributable to any such claim including any award of damages against Lessee, provided Lessee gives Lessor prompt notice in writing of such claim, and further provided Lessor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. Should the equipment become, or in Lessor's opinion be likely to become, the subject of a claim or infringement of a United States Patent, Lessee shall permit Lessor, at its option and expense, either to procure for Lessee the right to continue using the equipment, to replace or modify the same so that they become non-infringing, or to discontinue the use of the equipment and accept its return. Lessor shall have no liability to Lessee with respect to any claim of patent infringement which is based upon the combination of equipment supplied hereunder with equipment or devices not supplied by Lessor. The foregoing states the entire liability of Lessor with respect to infringement of patents by the equipment.

20. **PAYMENTS**

All payments due pursuant to this Agreement are solely the responsibility of the agency designated Lessee; the Office of General Services has no liability with respect to payments or breaches.

21. **ENTIRE AGREEMENT**

This Agreement, attached exhibits hereto, and the solicitation documents, if any, constitute the entire Agreement between the parties and shall not be amended, altered or changed except after prior written approval from the Office of General Services, in compliance with the S.C. Consolidated Procurement Code, and by written agreement, signed by the parties.

Accepted and executed the date stated above.

LESSOR:

BY: _____

ITS: _____

LESSEE:

BY: _____

TITLE: _____

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.

<table>
<tr><td></td><td>STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**</td><td>**I-312**
(Rev. 5/7/04)
3323</td></tr>
</table>

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):
   ڧ The South Carolina Secretary of State or
   ڭThe 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 <u>AUTHORIZED</u> 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.