



U N I V E R S I T Y O F
SOUTH CAROLINA

AMENDMENT NO.2 TO SOLICITATION

TO: ALL VENDORS

FROM: Kevin Sanders, Procurement Manager

SUBJECT: SOLICITATION NUMBER: USC-RFP-3032-KS
Social Media Monitoring Service

DATE: October 19th, 2016

This Amendment No.2 modifies the Request for quote only in the manner and to the extent as stated herein.

Vendor questions/answers

BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO.2 IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.

Authorized Signature

Name of Offeror

Date

For Real Time Alerts, how many campuses are to be considered for these services?

See Amendment #1, question and answer #11 and #14

Will the Real Time Alerts be 24/7 or 8/5 (Monday to Friday - 8 Hrs per day) or any other model?

See Amendment #1, question and answer #4 and #18

Will the training service be conducted at USC location or can it be done online?

The preferred location for training is the USC campus in Columbia. Instructor led online training will be considered.

Do the analysts have to work in USC campus' or can there services be provided remotely?

Analysts work is not required to be on campus.

Would the University consider adding a commercially reasonable Limitation of Liability provision with similar terms to those appearing in IT contracts at the state level with a limitation for indirect, special or consequential damages and a cap on total liability to 100% of the total amount paid to Contractor under the Contract, provided such cap shall not apply to Contractor's indemnification obligations under the Section entitled INDEMNIFICATION – THIRD PARTY CLAIMS – GENERAL or to any bodily injury, death or tangible property damage due to Contractor's negligent act or omission or willful misconduct?

For example, the following provision is found in the State of South Carolina Third Party Consulting Contract per Solicitation #: 5400003572 (Contract Period: 07/02/2012 – 07/01/2017

http://procurement.sc.gov/webfiles/IT_CONTR/Third_Party_Consulting.pdf) :

LIMITATION ON LIABILITY

(1) Contractor's liability for damages to the Using Governmental Unit for any cause whatsoever, and regardless of the form of action, shall not exceed an amount equal to double the total aggregate governmental unit scope of work. As used in this clause, the term "Aggregate Scope of Work" means the sum total of the prices incurred for each governmental unit executed Statement of Work. (2) The parties waive claims against each other for exemplary or punitive damages and for the following damages, costs or expenses: financing costs; losses resulting from injury to business reputation or goodwill; attorney's fees; cost of insurance; any interest, except to the extent allowed by the clause entitled Payment & Interest; and principal office expenses and overhead, including, but not limited to, the compensation of personnel, rent, utilities and office equipment. (3) The foregoing limitations shall not apply (a) to liability for infringement of a third party's intellectual property rights, (b) to claims regarding personal injury or damage to tangible property, (c) to claims arising from gross negligence or from willful or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, or (e) to amounts due or obligations under the clauses entitled "Indemnification – Third Party Claims for Injury to Persons or Property" or "Privacy – Web Services". (4) The absence in any subcontract of a similar clause limiting liability shall not increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause. (5) The Using Governmental Unit's liability for damages, if any, for any cause whatsoever, and regardless of the form of action, shall in no event exceed an amount equal to the cumulative price paid by the Using Governmental Unit to Contractor for the services acquired pursuant to this Contract. Nothing herein shall be construed to waive any clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

Or, the following provision from:

FPB: SMALL SOFTWARE APPLICATIONS DEVELOPMENT Solicitation No. 5400010665, Contract Period: 02/17/2016 to 02/16/2021,

<http://webprod.cio.sc.gov/SCSolicitationWeb/solicitationAttachment.do?solicitationnumber=5400010665>

DAMAGES LIMITATION

Contractor's maximum liability, if any, to the State for all direct, indirect, incidental, punitive, consequential, or special damages arising from the Contractor's breach of a Job Order, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to a Job Order, shall in no event exceed an amount equal to either \$4.5 Million dollars or 150% of the entire project's actual cost, whichever is less. The above limitations of this clause do not apply to any claim for intellectual property infringement or to the clauses entitled "Indemnification – Third Party Claims" or "Intellectual Property Infringement".

The University of South Carolina is open to negotiation with the highest scoring offeror in regard to this matter

Would the University consider amending the Confidentiality and Data Security requirements such that the following clarification is included:

"Government Information" does not include "Unrestricted Information" which includes any data publicly available on the internet unless such data is "Personal Identifying Information" consistent with the definition of such in S.C. Code of Laws Annotated Section 16-13-510(D) and subject to state or federal privacy laws.

Accepted. The University of South Carolina incorporates the above language into this solicitation.