



# UNIVERSITY OF SOUTH CAROLINA

## AMENDMENT NO. 1 TO SOLICITATION

DATE: March 31, 2017  
TO: ALL VENDORS  
FROM: Juaquana Brookins, Procurement Officer  
SUBJECT: USC-IFB-3109-JB  
DESCRIPTION: Lecture Capture Software

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This Amendment No.1 modifies the Requests for Proposals only in the manner and to the extent as stated herein.

### **Questions and Answers from Suppliers**

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OFFERORS SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 1 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

## Questions

1. What solution does USC- Upstate Campus use to currently store and stream its Camtasia generated recordings?

**As part of the onboarding process, we will be working a variety of video content – including Camtasia and other media owned by users.**

2. As part of our bid proposal do we need to respond to our approach for each of the requirements under section III : Scope of Work and Specifications or do you just need the documentation for the ones that require it (for example the VPAT

**We expect a response to each of the requirements and how the bidder's product or service will address that requirement. In the case of the VPAT, this should be a link to or formal document.**

3. For Section III: Scope of Work and Specifications item #10. How specific do you require for documented location on the hosted service. For example we utilize Microsoft Azure US Data Centers. Is that sufficient or did you require the complete physical address.

**Yes, this is sufficient provided this includes the other stipulations included in this item.**

4. It was unclear whether section V. Qualifications, Qualification of Offeror requires a written response?

**No written response is needed, please be able to provide this information upon requests.**

5. Does the actual pricing VIII Bidding Schedule/Price-Business Proposal fall under the jurisdiction to be marked as confidential and or trade secret?

**No. All pricing is public information after the award of the bid.**

6. *In this section*

### **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.

**Due to the risk to TechSmith identified in clause (d) of this section, we need to verify that our prompting users (both faculty and students) to agree to our terms of use and privacy policy when using Relay will be allowed and not subject to this penalty explained in clause (d).**

**Please submit your terms and conditions labeled sample with your bid. Prompting users to agree to terms and conditions as a part of the installation process is acceptable as long as the following statement is included in your bid: All software or license agreements while using, installing or consuming product or service are subject to this agreement as the master agreement regardless of what users may agree to.**

7. Is the University insistent on using Camtasia or open to an alternate solution? Panopto provides recording software that anyone can use and content is upload to the Panopto video library.

**We require Camtasia as stated in the bidding documents.**

8. In relation to "Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order." Would the University be accepting of deliverables with an ETA outside of the thirty day delivery period?

**We expect delivery within 30 days of receipt of purchase order due to academic requirements. If bidder is not able to agree to this, please list reason why this requirement cannot be met and ETA by when all requirements will be fulfilled. Payment will not be released until all deliverables are signed off on.**

9. Whether companies from Outside **USA** can apply for this?  
(like,from India or Canada)

**No.**

10. Whether we need to come over there for meetings?

**Yes. (I am assuming this refers to item #9)**

11. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

**No.**

12. Can we submit the proposals via email?

**No. All proposal must either be hand delivered or mailed.**

13. Do you know what they are using for the storage and hosting of the video captured?

**Our current enterprise tool is Echo360 but faculty are using other tools like YouTube, Blackboard, and others.**