UNIVERSITY OF SOUTH CAROLINA	REQUEST FOR PROPOSALS	Solicitation Number: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	USC-RFP-3110-CJ April 14, 2017 Charles Johnson 803-777-4115 Charles.Johnson@sc.edu 1600 Hampton Street Ste 606 Columbia, SC 29208

DESCRIPTION: STUDENT LOAN BILLING AND ACCOUNTING SERVICES

USING GOVERNMENTAL UNIT: UNIVERSITY OF SOUTH CAROLINA

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS: University of South Carolina – Purchasing Department 1600 Hampton Street, Suite 606 Columbia SC 29208	PHYSICAL ADDRESS: University of South Carolina – Purchasing Department 1600 Hampton Street, Suite 606 Columbia SC 29208

SUBMIT OFFER BY (Opening Date/Time): **May 2, 2017 at 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **April 21, 2017 at 11:00 AM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original and Three (3) Hardcopies marked "COPY" plus One (1) Electronic Copy of the Proposal (Original Hardcopy Shall Prevail)**

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

AWARD & AMENDMENTS	Award will be posted on **5/18/2017**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov

You must submit a signed copy of this form with Your Offer. By signing, 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. (See "Signing Your Offer" provision.)	
NAME OF OFFEROR (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship ___ Partnership ___ Other______________________________

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) ____ Area Code - Number - Extension Facsimile ____ E-mail Address
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders willbe sent) (See "Purchase Orders and "Contract Documents" clauses) ____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)

End of PAGE TWO

Solicitation Outline

I. Scope of Solicitation

ACQUIRE SERVICES (January 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD -– ESTIMATED (January 2006): **[July 1, 2017- June 30, 2022]** 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".

It is the intent of the University of South Carolina to solicit proposals from qualified sources of supply to provide student loan billing and accounting services in accordance with all requirements stated herein.

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: (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/sa.php (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 (JAN 2004): 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. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004): In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH & DOLLARS (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.
(a) By submitting an offer, the offeror certifies that-
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)
(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
(i) Offeror and/or any of its Principals-
(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the

Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): 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 body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

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 (JAN 2004): 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. [02-2A065-1]

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: https://procurement.sc.gov/iran-divestment (.) 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. [02-2A077-1]

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

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]

PROTESTS (JUN 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”. [Section 11-35-4210] [02-2A085-1]

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]

PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

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 this 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] [02-2A100-1]

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 (JAN 2004): 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. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004): 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/closings
[02-2A120-3]

SUBMITTING A PAPER OFFER OR MODIFICATION: Paper offers are required. You must submit a paper offer or modification and 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.

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 as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its 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]

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 (JAN 2004): 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. [02-2A150-1]

II. Instructions To Offerors - B. Special Instructions

SUBMISSION OF QUESTIONS

Mark envelopes on questions mailed:
QUESTIONS: USC-RFP-3110-CJ
Title: Student Loan Billing and Accounting Services
Attn.: Charles Johnson

QUESTIONS MAY BE E-MAILED TO:	**FAXED TO:**
Charles.Johnson@sc.edu	**803-777-2032**

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]

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]

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)]

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 (JUNE 2006)
Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing (a) by email to protest-itmo@itmo.sc.gov, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

LEGAL AGREEMENTS INCLUDED WITH BIDS 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 must be clearly labelled "SAMPLE". 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 proposal and clearly labelled "SAMPLE".

SAMPLES OR DESCRIPTIVE LITERATURE

Samples or descriptive literature should not be submitted unless expressly requested and regardless of any attempt by an offeror to condition its offer, unsolicited bid samples or descriptive literature which are submitted at offeror's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the Request for Proposals.

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.

INTRODUCTION

The University of South Carolina is issuing this Request for Proposal for the purpose of seeking a firm to provide an effective yet efficient student loan billing services.

The University of South Carolina, founded in 1801, is one of the oldest and most comprehensive universities in the United States. The Columbia campus is the flagship institution in the eight (8) campus public University of South Carolina system, located in a diverse and thriving metropolitan community of over 450,000 people. The University of South Carolina has experienced considerable growth since the sixties with over 27,400 students enrolled at the Columbia campus, more than a third of whom are graduate students. Students from all states and over 130 foreign countries attend the University, with over 6,000 housed on campus. In addition, there are over 1,900 (full-time and part-time) faculty and over 2,800 staff at the University of South Carolina. The University has more than 240,000 alumni. The University offers baccalaureate, masters and doctoral degrees through 17 colleges and schools. The baccalaureate is offered in over 70 major fields; the master's degree in over 100 field's and the doctorate in over 50 fields. The School of Law offers the J.D. Degree and the School of Medicine the M.D. degree. Exchange programs with over thirty foreign countries have been established at the University of South Carolina. Over fifteen research bureaus and institutes throughout the University provide research support and service in several disciples.

The University of South Carolina is seeking conversion, billing, accounting, and due diligence support for the Federal Perkins, Health Professions and Nursing student loans. The University has 21 loan funds which consist of 9 Federal Perkins loan funds, 3 Heath Professions loan funds and 9 Nursing loan funds.

Number of Loan Accounts (Approximate):

Enrolled Accounts	2,196
Billing Accounts (current)	2,685

Billing Accounts (past due)	987
Referred/Assigned Accounts	30
Paid Out Accounts	36,000

The University has approximately 6,713 active accounts, of which 815 are grace accounts.

The University is interested in partnering with the best qualified Student Loan Billing Servicer to provide state-of-the-art services and solutions for University Staff and our borrowers. To that end, the University requires that **its** chosen Student Loan Billing Servicer (contractor) be able to meet **all** of the RFP Requirements indicated herein, without exception, and provide for expansion and service enhancement needs, and represent the best balance of benefit to cost to the University.

The University of South Carolina requirements include, but are not limited to, banking, billing, accounting, reporting, related services, and an interactive PC-based system, that will facilitate the consolidation of the University's need in the collection of loans from Federal Perkins, Health Professions and Nursing student loans.

PROJECT SCHEDULE

1.	Request for Proposals Issued	**April 14, 2017**
2.	Deadline for Receipt of Proposals	**May 2, 2017 @ 11:00 AM**
3.	On-Site Demonstrations from Responsive Offerors	**May 11, 2017**
4.	Issue Award of Contract (Tentative)	**May 18, 2017**
5.	Send 30 days Notice via certified mail to Current Contractor that University Is Terminating Current Contract (Tentative)	**May 31, 2017**
6.	New Contract Start Date (Tentative)	**July 1, 2017**

PROGRAM SPECIFICATIONS

Scope of Services Required

The University seeks to contract with a company experienced in servicing student loan programs to provide a support system for the following University programs:

- Federal Perkins Loan Program
- Health Professions Loan Program
- Nursing Loan Program

The Servicer (Contractor) will provide the following services for all loans: maintaining contact with the borrower, processing deferments and adjustments to borrower's accounts, periodic billing and other notifications, payment processing, loan reporting and training for loan personnel in the effective use of the Servicer's program.

The Student Loan Billing Servicer (Contractor) shall provide initial training to University of South Carolina employees and follow-up training to these employees as well as service call support for the department. The Servicer (Contractor) must provide on-site training for the University of South Carolina employees. The Student Loan Billing Servicer (Contractor) will provide training through conversion and at least once a year after conversion is completed to stay abreast of new updates to the system.

The Student Loan Billing Servicer (Contractor) will provide a detailed implementation plan that includes a timeline with dates of initiation and completion. Include all requirements, if any, for university resources that must be used for each step of the implementation.

Along with the implementation plan, timeline, Contractor will provide a detailed work plan. The detailed work plan should include a complete work breakdown structure with all tasks having work forecasts, clear deliverables, and appropriate dependencies (predecessors, successors). The plan should prove that the target dates are achievable and support is provided. Any on-site visits required to perform the services herein must be included in the contractor's cost of its base solution. This must include all travel, meals, lodging and expenses.

The Student Loan Billing Servicer (Contractor) shall keep in effect a blanket fidelity bond for the period/term of the contract plus ninety (90) days thereafter in an amount of One hundred thousand dollars ($100,000), for any two (2) consecutive months, then the contractor will increase the amount of the fidelity bond to cover the average monthly sum funds held in the trust account for the University. The bond shall protect the University against any loss through failure by the contractor or any of its employees to reimburse its share of monies collected.

Proof of bonding shall be required from contractor to the University of South Carolina Purchasing Department after Notice of Intent to Award (contract) has been issued but prior to the beginning of the contract.

The program should also meet the following requirements/requests (desires):

1. Customer Service

a. The University requires that our Student Loan Billing Servicer **(contractor)** respond to all University and Borrower Telephone Calls, Email Inquiries, etc. within (24) hours of request.

b. The University requires that all **(contractor)** Payment and Entitlement Processing be complete within (24) hours of receipt.

c. The University requires that our Student Loan Servicer (contractor) shall describe methods used to communicate with borrowers concerning changes to Federal Regulations.

d. The University requires that all (contractor) Payment Processing take place in "real-time" and *not within a batch process*.

e. The University requests (desires) that our Student Loan Billing Servicer (contractor) provide secure, instant messaging services for the University *and* our borrowers to communicate with your (contractor's) Customer Service Representatives.

f. The University requires that our Student Loan Billing Servicer (contractor) provide a free, automatic email notification to all borrowers when a payment, deferment/cancellation, and/or address change is processed. .

g. The University requires that our Student Loan Billing Servicer (contractor) provide a free, automatic email notification to our delinquent borrowers when a payment has not been received by the required Due Date. .

2. Cash Management/Payment Processing

a. The University requires that our Student Loan Billing Servicer (contractor) have the ability to calculate interest *both* monthly and daily.

b. The University requires that our Student Loan Billing Servicer (contractor) offer a PC-based Processing System (and not mainframe technology) with Local Area Network (LAN) Capabilities and real-time data access and processing. .

c. The University requests (desires) that contractor's Student Loan Billing Software be available 24x7, 7 days a week, except for scheduled maintenance. It is also a request (desire) that the University be able to access the Student Loan Billing Servicer Software ninety nine (99%) of the time (excluding scheduled maintenance) in any given month ("Availability Guarantee). .

d. In the event that the Client's access to the Students Loan Billing Servicer Software falls below the Availability Guarantee, and such unavailability is not due to scheduled maintenance, Contractor shall have measures it would take to prevent this from occurring again. Also, Contractor shall provide Credits to the University would receive for the failure to meet this Availability Guarantee.

e. If contractor's Student Loan Billing Software offers a PC-based Processing System with "on-line, real-time" functionality and School Server Connectivity, and Internet connectivity is lost for an undetermined amount of time, the University needs to be able to instantly access, and work within, a complete, active, copy of contractor's Student Loan Billing Software, Data, and Programs until Server-Level and/or Internet Connectivity is re-established. .

f. The University requires that contractor's Student Loan Billing Software must be able to accommodate any loan type that the University services to include but not limited to Federal Perkins, Health Professions and Nursing loans. .

g. The University requires the ability to access an account by *all* of the following Search Options.

   Prior Accounts (i.e. Last 5 Accounts Accessed)
   Social Security Number (SSN)
   Chronologically by SSN
   Last (4) Digits of an SSN
   Student Identification Number (SID)
   Alphabetically by Last Name
   Partial Last Name and/or First Name
   Full Last Name and/or First Name
   Range of SSNs
   Range of Old SSNs
   Range of SIDs
   Co-Signers
   Maiden Name
   Archived Account
   Telephone Number (ex: Home, Work, Cell, etc.)
   Email Address (ex: School, Personal, etc.)

h. The university needs to have a system with the ability to automatically recalculate defaulted Student Loans from original disbursement to date, on demand, including all back interest calculations without “manual intervention”.

i. The University requests (desires) that our Student Loan Billing Servicer’s (contractor’s) Software have the ability to store up to ninety nine (99) Name and Address Changes per Borrower.

j. The University requests (desires) that our Student Loan Billing Servicer’s (contractor’s) Software have the ability to store up to nine hundred and ninety nine (999) References per Borrower.

k. The University requires that our Student Loan Billing Servicer’s **(contractor’s)** Software allow the University Staff to narrow down a borrower’s Transaction History by opting to only view: New Loans & Advances, Deferments & Cancellations, Payments & Other Transactions, and/or All Transactions. .

l. The University also requires that our Student Loan Billing Servicer’s (contractor’s) Software provide the ability for University Staff to *individually* remove a borrower’s SSN from your (contractor’s) billing statement upon request from a single borrower (assuming that the University has not universally made this a requirement for its entire Student Loan Portfolio).

m. The University understands the need to “archive” zero-balance accounts. However, the University requires *instant* access (i.e. without requesting the information from the servicer) to *all* archived accounts and *all* information (e.g. not just Transaction History), as if the account was never archived at all.

n. The University requires that our Student Loan Billing Servicer’s (contractor’s) Software provide the ability for University Staff to add Journal Voucher Entries to the system, on demand, for items, such as: Federal Capital Contributions, Institutional Capital Contributions, Interest from Investments, Retained Earnings, etc. .

o. The University requires that our Student Loan Billing Servicer (contractor) create a Monthly Electronic Bill for *every* borrower, *every* month, year-after-year, that the University is a client - regardless of the borrower’s preferred method of billing (i.e. Billing Statements, ACH, Coupon Books, eBill, etc). This functionality should provide instant access to University Staff and our borrowers. .

p. The University requires that our Student Loan Billing Service’s (contractor’s) Software maintain a month-by-month, 10-Year Perpetual Billing History, on each borrower, from the date the borrower enters Repayment. .

q. The University requires that our Student Loan Billing Servicer’s (contractor’s) System track and instantly display both the *Deposit Amount* (i.e. Total Amount of the Check) and the *Amount* prorated towards each individual loan or debt type, when payments are applied to the system for multiple loans / debts.

r. The University requires that our Student Loan Billing Servicer’s (contractor’s) System allow a borrower to schedule Permanent ACH Payments (i.e. Recurring ACH Payments until the borrowers balance equals zero) *and* Temporary ACH Payments (i.e. Temporary ACH Payments for “X” number of months) on the 1st, 10th, 15th, or 20th of each month.

s. The University requires that our Student Loan Billing Servicer (contractor) allow a borrower to schedule and make a one-time, on-demand, ACH Payment on any given day of the month.

t. The University requires that our Student Loan Billing Servicer’s (contractor’s) System generate an automatic Billing Statement when an ACH Borrower becomes delinquent due to an ACH-NSF (i.e. Non-Sufficient Funds).

u. The University requires that our Student Loan Billing Servicer's (contractor's) Software have the ability to list, track, and display all of the applicable entitlements allowed by borrower, and by loan, per Federal Regulations and/or University Policy. This information should include the maximum number of months allowed, the actual number of months used, and the actual number of months remaining.

v. The University requires that our Student Loan Billing Servicer's (contractor's) Software (and not a manual check by your (contractor's) Customer Service Representatives) have the ability to automatically stop the processing of an entitlement for which the borrower has already received the maximum amount of time allowed.

w. The University requires that our Student Loan Billing Servicer's (contractor's) Software contain the Department of Education's OPEID Database to facilitate automation and save the University Staff time when processing manual In-School Student Deferments. In addition, your system must automatically notate the School Name and OPEID Number within Transaction History for instant access.

x. The University requires that our Student Loan Billing Servicer's (contractor's) Customer Service Representatives and Website have the ability to accept Visa, MasterCard, American Express and Discover Card, as a method of borrower repayment. Contractor shall provide verification of PCI-DSS ("Payment Card Industry-Data Security Standard") and PA-DSS ("Payment Application-Data Security Standard") compliance status for its system.

y. By utilizing the Student Loan Billing Servicer's (contractor's) Credit Card Processing Services, the University needs to have the option of passing any applicable Credit Card Payment Processing Fees along to the payer.

z. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide our borrowers with Coupon Books as a method of repayment. Coupons should *only* be created and mailed to those borrowers whose accounts are current (i.e. not delinquent) at the time of the Coupon Book Request.

aa. The University requires that our Student Loan Billing Servicer (contractor) generate an automatic Billing Statement when a Coupon Repayment Borrower becomes delinquent. .

3. Collections

a. The University requires that our Student Loan Billing Servicer's (contractor's) Software contain a fully integrated Collection Module to automatically and manually place and recall accounts to our Internal Collectors based on University Collection Parameters.

b. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the University Staff with the ability to *manually* place and recall Collection Agency Accounts through contractor's system. .

c. The University requests (desires) that all *manually* placed Collection Agency Accounts be available to our Collection Agencies in less than (24) hours.

d. The University requires that our Student Loan Billing Servicer's (contractor's) Software have the ability to *automatically* place and recall all of our Collection Agency Accounts (according to our specific University Placement Parameters) through a fully customized Auto Agency Placement Process. The University also requires that our Collection Agencies (and our Staff) are provided with an "Agency Warning Report" to indicate the accounts that have not had any "activity" for the past (9) and (11) months as a pre-cursor to the 12-month Automatic Account Recall(s).

e. The University requires that our Student Loan Billing Servicer's (contractor's) Software have the ability to automatically *calculate* and *display* Collection Agency Fees Due (on-line and in real-time) once an account is placed with a Collection Agency – and not at the time when a Collection Agency Payment is being applied to the borrower's account.

f. The University requires that our Student Loan Billing Servicer's **(contractor's)** Software track all Collection Letters sent via the system, as well as all comments and/or actions taken by our Internal Collection Staff, including: Date, Time, Action Taken, and By Whom. .

g. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the ability for University Staff to instantly create an *Address Profile Report* for a single borrower to view and/or print all current and/or historical Name and Address Information for the borrower, references, etc.

h. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the ability for University Staff to instantly create a *Balance Profile Report* for a single borrower to instantly view and/or print the borrower's Principal Balance History as its reduced due by borrower payments, cancellations, etc.

i. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the ability for University Staff to instantly create an *Account Profile Report* for a single borrower, on demand. The Account Profile Option should allow the University to select, view, and/or print all Transaction History, by Date Range and/or Transaction Type (i.e. Advances, Deferments, Cancellations, Payments, etc.) for a specific borrower.

j. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the ability for University Staff to instantly create a *Report* for a single borrower to capture and print all of the information displayed on the Primary Window.

k. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the ability for University Staff to instantly create a *Collection Profile Report* for a single borrower on demand. The Collection Profile Option should allow the University to select, view, and/or print all Collection Memos by Date Range for a specific borrower.

l. The University requires that our Student Loan Billing Servicer (contractor) provide a report with success rates of each collection agency used by the University of South Carolina monthly.

4. Standard and Custom Interfaces

a. The University requires that our Student Loan Billing Servicer (contractor) provide *all* of the following Standard Interfaces at no additional charge to the University:

Award Files for On-Line Entrances & eSig MPNs
Signed Promissory Note Files to Release Disbursements
New Loan & Advance Files
Holds on Transcripts based on Unsigned Exits Files
Holds on Transcripts based on Delinquency Files

Student Identification Number (SID#) Files
Student / Borrower Email Address Files
General Ledger / Accounting Feed Interface Files
State Tax Offset Files
Registration Files for Borrower Separation
Clearinghouse Files for Borrower Separation
Graduation Files for Borrower Separation
Delinquent Receivable Payment Files for A/R Systems Updates
Demographic Information Files for Campus Database Updates

b. For all Interfaces coming *from* the Student Loan Billing Servicer's (contractor's) System (ex: Signed Promissory Note Files, Hold on Transcript Files, General Ledger / Account Feed Files, Delinquent Receivable Payment Files, Demographic Information Files, etc.), the University requires that our Student Loan Billing Servicer (contractor) provide these required Interface Files in *our* File Layout and Formats due to limited internal IT Staff Resources.

c. Conversely, all Interfaces coming *from* the University (ex: Award Files, New Loan / Advance Files, Registration Files, Graduation File, etc.), must be accepted and processed by our Student Loan Billing Servicer (contractor) in our *existing* File Layout and Formats (rather than conforming to your specific File Layout and Format Requirements) due to limited internal IT Staff Resources.

d. The University requires that our Student Loan Billing Servicer (contractor) describe any technical support required from the University of South Carolina or potential support from SunGard Higher Education. Contractor will also be responsible in describing their approach to integration with SunGard Banner software.

5. <u>Standard and Custom Reports</u>

a. The University requires that our Student Loan Billing Servicer's (contractor's) Software allow University Staff to produce reports on-demand, by allowing the end user to *create, view,* and *print* reports at any given time.

b. The University requires that our Student Loan Billing Servicer (contractor) provide *us* with the ability *to retrieve our Monthly Management Reports in the following formats*. .

- Microsoft Excel Format
- PDF Format
- Text Format

c. The University requires that our Student Loan Billing Servicer (contractor) provide the *University Staff* with the ability to instantly retrieve a copy of any Month-End Management Report for *any* month and year that the University has been a client.

6. Credit Bureau Reporting

a. The University requires that our Student Loan Billing Servicer (contractor) report to all (4) National Credit Bureaus, which are: Experian, Equifax, TransUnion, and Innovis.

b. The University requires that our Student Loan Billing Servicer (contractor) maintain a month-by-month, 10-Year Perpetual Credit Bureau History on each borrower from the date of first disbursement.

Perkins, Health Professions and Nursing Loans Required Services

a. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Electronic On-Line Entrance Interview, eSignature Promissory Note Solution and Indebtedness Statement for our borrowers with our Perkins, Health Professions and Nursing Loans.

b. If your system does or does not meet this requirement, please explain your On-Line Entrance Interview Solution, eSignature Promissory Note Solution and Indebtedness Statement in detail and be sure to specifically address each of the following questions:

   1. Can the On-Line Entrance Interview be linked via URL from the University's Website?
   2. How long are completed On-Line Entrance Interviews accessible from your Website?
   3. Does the borrower have instant access to his / her On-Line Entrance Interview?
   4. If so, how long is it stored and accessible from your website?
   5. Does the University Staff have instant access to his / her On-Line Entrance Interview?
   6. If so, how long is it stored and accessible from your website?
   7. Is the University able to access a borrower's On-Line Entrance, eSigned Promissory Note and Indebtedness Statement by Account Number?
   8. Is the University able to access a borrower's On-Line Entrance, eSigned Promissory Note and Indebtedness Statement by Date Range?
   9. In an effort to automate our Disbursement Process, does the University have the ability to export eSigned Promissory Note Information and Indebtedness Statement into our current Main Frame or EPP System for an import into our Financial Aid System?
   10. Does your system handle the functionality of a multi-year Master Promissory Note?
   11. Does the Reference Information get downloaded into your system automatically?
   12. When does this download occur?
   13. Does your system create an Automatic Memo on the account indicating the borrower's completion of this process?
   14. Does your system provide a visible indicator that a Promissory Note and Indebtedness Statement was Electronically Signed?

c. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Electronic Disclosure Process as it relates to CFR 674.16 (a)(1). .

d. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Electronic, On-Line Exit Interview Solution for all our loan borrowers.

e. If your system does or does not meet this requirement, please explain your On-Line Exit Interview Solution in detail and be sure to specifically address each of the following questions:

   1. Can the On-Line Exit Interview be linked via URL from the University's Website?
   2. How long are completed On-Line Exit Interviews accessible from your Website?
   3. Does the borrower have instant access to his / her On-Line Exit Interview?
   4. If so, how long is it stored and accessible from your website?
   5. Does the University Staff have instant access to his / her On-Line Exit Interview?
   6. If so, how long is it stored and accessible from your website?
   7. Is the University able to access a borrower's On-Line Exit Interview by Account Number?
   8. Is the University able to access a borrower's On-Line Exit Interviews by Date Range?
   9. Does the Reference Information get downloaded into your system automatically?
   10. When does this download occur?

11. Does your system create an Automatic Memo on the account indicating the borrower's completion of this process?
12. Does your system provide a visible indicator that an On-Line Exit Interview has been completed?

f. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Mailed Exit Interview Solution that monitors all "unsigned" On-Line Exit Interviews from its website and programmatically allows the Student Loan Billing Servicer to print and mail these documents within the required 30-day timeline as indicated by the Department of Education.

g. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Skip Tracing Service through Accurint to locate our borrowers with bad addresses. The University needs for the contractor's system to be able to automatically download and store up to (8) potentially good addresses per borrower at the time of the Skip Trace, store the old, incorrect address, and automatically assess a Skip Trace Fee back to the borrower to offset our investment.

h. The University requires that our Student Loan Billing Servicer's (contractor's) fully automated Skip Tracing Service create an automatic memo on each Skip Traced Account for auditing purposes.

i. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated, Short-Term / Emergency Loan Program to automate the Loan Application and eSignature Promissory Note Process.

j. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Electronic Refund Process for our Student Loans, Current Receivables, Delinquent Receivables, etc.

k. The University requires that our Student Loan Billing Servicer (contractor) have the ability to fully comply with the requirements of Regulation Z as they relate to our "private" (non-Perkins) loans. The solution provided by the contractor should be web-based and fully automated to present borrowers with the required disclosures and self-certification form.

l. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide an electronic authentication process allowing our institutional loan co-signers to e-sign a promissory note.

m. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a complete Delinquent Receivable Management Solution. This process should include any combination of custom letter, phone, and email contacts as well as working closely and interfacing with University contracted collection agencies for maximum return.

n. The University requires that our Student Loan Billing Servicer (contractor) have the ability to fully comply with the Red Flag Regulation requirements concerning identity theft.

o. Contractor must describe its documented procedures to respond to security breaches that may expose institutional data to unauthorized access or use.

p. The University requires that our Student Loan Billing Servicer (contractor) describe how it discovers and responds to publicly known software bugs or other security gaps that may expose institutional data to risk of unauthorized access or use.

q. The University requires that our Student Loan Billing Servicer (contractor) must periodically conduct security scanning (using Internet Security Scanner or similar industry standard systems) of hosts serving applications.

r. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide additional borrower contacts (calls and letters) above and beyond the standard grace notices to borrowers who are soon to expire their grace period.

s. The University requires that our Student Loan Billing Servicer (contractor) provide a fully interactive company blog as a means of communication.

7. <u>Integrated Letter Generator</u>

a. The University requires that our Student Loan Billing Servicer (contractor) utilize *Microsoft Word* as its primary, Integrated Letter Generator to allow an automatic mail merge of demographic information and all other types of miscellaneous data into fully customized University Staff created letters and notices.

b. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator have the ability to generate letters on a case by case basis.

c. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator have the ability to store up to *(999) Custom Microsoft Word Document Templates* for instant letter creation by the University.

d. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator provide the University with the ability to produce a Custom Letter for an *individual borrower* and/or *merge our entire Student Loan Portfolio*, based on our requested criteria and unique letter generation needs.

e. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator have the ability for on-demand, automatic generation and printing of *Full Exit Interview Materials* (i.e. Rights and Responsibilities, Truth In Lending, Amortization Schedule, Reference Page, etc.) by the University.

f. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator provide the ability for on-demand, automatic completion, and printing of our *Government Assignment Forms* (formerly known as Form 553) by the University.

g. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator create an *Automatic Memo* on each account for tracking and auditing purposes. This Automatic Memo should contain the Date, Time, Operator's Initials, and Document Name, for Auditing Purposes.

h. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator provide the ability to automatically assess a *University-Specific Letter Fee* for certain University Delinquency Letters. This Automatic Letter Fee should automatically appear in the Letter Fee Field on your (contractor's) Primary Window.

i. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator provide the ability to automatically assess a *University-Specific Review Date* for certain University Delinquency Letters for Internal Collector Follow-Up.

8. **Borrower Website Functionality**

The University requires that our Student Loan Billing Servicer's (contractor's) Website provide state-of-the-art functionality for the *University's Borrowers*.

a. Contractor's Borrower Website facilitates a Monthly Borrower Demographic Information Review for changes in Names and Address Information.

b. Contractor's Borrower Website provides the ability for our borrowers to update their Demographic Information on-line.

c. Contractor's Borrower Website provides the ability for our borrowers to supply "Release of Information" data and consent. By providing this information, the borrower is giving the Student Loan Billing Servicer, and the school, permission to discuss the details of the borrowers' account with all parties whose information has been provided by the borrower. Upon completion, this data should be seamlessly downloaded into the Student Loan Billing Software for instant, on-demand, access for all System Users and NOT stored within the Memos / Comments Area.

d. Contractor's Borrower Website provides the ability for our borrowers to make instant ACH / Direct Debit and/or Credit Card Payments.

e. Contractor's Borrower Website provides the ability for our borrowers to sign-up for Temporary or Permanent ACH / Direct Debit Payments? .

f. Contractor's Borrower Website provides the ability for our borrowers to review their Direct Payment Transaction History.

g. Contractor's Borrower Website provides the ability for our borrowers to update their Banking Information.

h. Contractor's Borrower Website provides the ability for our borrowers to sign-up for eBills, instead of receiving paper Billing Statements.

i. Contractor's Borrower Website provides the ability for our borrowers to instantly retrieve a copy of an Electronic Billing Statement for *every* month and year that the borrower has been in Repayment and the University has been a client. Please note: This functionality should be made available to all University Borrowers and not simply those that have signed up to receive Electronic Billing Statements.

j. Contractor's Borrower Website provides the ability for our borrowers to review their Current Account Balance Information, which shall be updated from the Student Loan Billing Servicer's Software on a daily basis, such as: Loan Amounts, Interest Rates, Principal Balance Amounts, Payoff Amounts, Most Recent Payment Information (i.e. Date, Check #, and Amount of Most Recent Payment), All Transaction History, Next Due Date, Months Delinquency Information, Deferment / Forbearance Activity, etc.).

k. Contractor's Borrower Website provides the ability for our borrowers to instantly access and view Electronic Copies of every 1098-E Tax Form for *every* year that the University has been a client.

l. Contractor's Borrower Website provides the ability for our borrowers to access, complete, and review, fully customized On-Line Entrance Interviews for Perkins Loans, Health Profession Loans and Nursing Loans.

m. Contractor’s Borrower Website stores all completed On-Line Entrance Interviews for a minimum of ten (10) years for instant borrower access.

n. Contractor’s Borrower Website provides the ability for our borrowers to access, complete, and review, fully customized Electronic Promissory Notes for all Fund and Loan Types, including: Perkins Loans, Health Profession Loans, Nursing Loan and Short-Term / Emergency Loans. Contractor’s system handles the functionality of a multi-year Master Promissory Note.

o. Contractor’s Borrower Website stores all completed Electronic Promissory Notes for a minimum of ten (10) years for instant borrower access.

p. Contractor’s Borrower Website provides the ability for our borrowers to access, complete, and review, fully automated Electronic On-Line Exit Interviews for all Fund and Loan Types, including: Perkins Loans, Health Profession Loans, Institutional Loans, and Nursing Loans.

q. Contractor’s Borrower Website store all completed On-Line Exit Interviews for a minimum of ten (10) years for instant borrower access.

r. Contractor’s Borrower Website provides the ability for our borrowers to access and review fully customized, Electronic Disclosure Statements for all Fund and Loan Types, including: Perkins Loans, Health Profession Loans, and Nursing Loans.

s. Contractor’s Borrower Website provides the ability for our borrowers to access, download, and/or complete Standard and/or fully customized University-Specific Forms, such as: Deferment, Forbearance, Cancellation, ACH Forms, etc.

9. <u>Client Website Functionality</u>

At a minimum, the University requires that our Student Loan Billing Servicer’s (contractor’s) Website provide state-of-the-art functionality for the *University’s Staff*.

a. Contractor’s Client Website allows University Staff to view Borrower Website Information in the exact format that our borrowers view it.

b. Contractor’s Client Website provides the ability for University Staff to enter ACH / Direct Debit and/or Credit Card Payments.

c. Contractor’s Borrower Website provides the ability for our borrowers to review their Direct Payment Transaction History.

d. Contractor’s Client Website provides the ability for University Staff to instantly retrieve a copy of an Electronic Billing Statement for *every* month and year that the borrower has been in Repayment and the University has been a client? Please note: This functionality should be made available to for all University Borrowers and not simply those that have signed up to receive Electronic Billing Statements.

e. Contractor’s Client Website provides the ability for University Staff to instantly review a specific borrower’s Current Account Balance Information.

f. Contractor’s Client Website provides the ability for University Staff to instantly view a specific Electronic Copy of any 1098-E Form for *every* year that the University has been a client.

g. Contractor’s Client Website provides the ability for University Staff to instantly review all “Signed, Unsigned, and/or Cancelled” On-Line Entrance Interviews by “Account Number” and by “Date Range”.

h. Contractor’s Client Website allows this information to be instantly downloaded and exported into our current Main Frame or ERP System.

i. Contractor’s Client Website provides the ability for University Staff to manually enter and upload all information necessary for the instant creation of an On-Line Entrance Interview and Electronic Promissory note, if desired.

j. Contractor’s Client Website provides the ability for University Staff to instantly review all “Signed, Unsigned, and/or Cancelled” Electronic Promissory Notes by “Account Number” and by “Date Range”.

k. Contractor’s Client Website allows this information to be instantly downloaded and exported into a Microsoft Excel File.

l. Contractor’s Client Website provides the ability for University Staff to instantly review all “Signed, Unsigned, and/or Cancelled” On-Line Exit Interviews by “Account Number” and by “Date Range”.

m. Contractor’s Client Website allows this information to be instantly downloaded and exported into our current Main Frame or ERP System.

n. Contractor’s Client Website provides the ability for University Staff to instantly view all Electronic Disclosure Statements by “Account Number”.

o. Contractor’s Client Website provides the ability for University Staff to instantly access your On-Line User’s Guide / Help Manual.

p. Contractor’s Client Website provides the ability for University Staff to instantly access Training Manuals.

q. Contractor’s Client Website provides the ability for University Staff to instantly access and download your most recent SAS-70 Audit Report.

r. Contractor’s Client Website provides the ability for University Staff to instantly access your most up-to-date Service Schedule.

s. Contractor’s Client Website provides the ability for University Staff to instantly access all scanned documents, such as: Checks, Remittance Statements, Entitlement Forms, ACH Forms, Miscellaneous Borrower Correspondence, etc.

t. Contractor’s Client Website provides the ability for University Staff to instantly access, approve, and/or deny, all pending Clearinghouse Exits.

u. Contractor’s Client Website provides the ability for University Staff to instantly retrieve *any* Monthly Management Report from *every* month and year, since the University has been a client.

10. <u>Collection Agency Website Functionality</u>

The University requires that our Student Loan Billing Servicer's (contractor's) Website provide state-of-the-art functionality for the *University's Collection Agencies*.

a. Contractor's Collection Agency Website posts all University-Placed Collection Accounts and Related Information within (24) hours or less.

b. Contractor's Collection Agency Website allows our contracted Collection Agencies to view all Loan Master File Information per Borrower.

c. Contractor's Collection Agency Website allows our contracted Collection Agencies to view all Name and Address History per Borrower.

d. Contractor's Collection Agency Website allows our contracted Collection Agencies to view all Reference Information per Borrower.

e. Contractor's Collection Agency Website allows our contracted Collection Agencies to view all Transaction History per Borrower.

f. Contractor's Collection Agency Website allows our contracted Collection Agencies to view all Memos / Comments per Borrower.

g. Contractor's Collection Agency Website allows our contracted Collection Agencies to instantly view all electronically signed On-Line Entrance Interviews and Promissory Notes.

The essential requirements and desirable features, which are specified in this section of the solicitation, are designed to assist the bidder in proposing a system, which will best meet the needs of the University. Questions appear in Section IV Information for Offerors to Submit of the solicitation for many of the requirements and features and are intended to aid the University of South Carolina Evaluation Committee in evaluating each offeror's response (proposal) to determine the degree to which the requirements have been met (or exceeded).

The University will review total loan volumes per loan program by: enrolled, monthly grace/repayment, quarterly grace/repayment, annual grace/repayment, in collections, paid-in-full/closed, assigned to U.S. Department of Education, NSLDS reporting, and credit bureau reporting with contractor for the contract awarded from the solicitation after the contract commences.

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

Solicitation. 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.

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]

Offerors shall submit all information and documents required here or elsewhere in this solicitation, Offeror is to restate each item and provide their response to that item immediately thereafter.

PROPOSAL CONTENTS

To be considered for award, all proposals should include, as a minimum, the following information. <u>All information should be presented in the order listed. Offerors should restate each item below and provide their response to that item immediately thereafter.</u>

1. **<u>Technical Proposal</u>** – Offeror should explain how its proposed technical solution meets or exceeds the requirements in Section III Scope of Work / Specifications of the solicitation. In its technical proposal, offeror shall answer the following questions:

A. CUSTOMER SERVICE

a. The University requires that the Student Loan Billing Servicer (contractor) respond to all University and Borrower Telephone Calls, Email Inquiries, etc. within (24) hours of request. Do you meet this requirement? Please answer "yes" or "no. If "yes", please explain in detail. ". If "no", your proposal will be deemed non responsive and removed from further consideration.

b. The University requires that all Payment and Entitlement Processing be completed within (24) hours of receipt. Does your system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

c. The University requires that our Student Loan Servicer (contractor) shall describe methods used to communicate with borrowers concerning changes to Federal Regulations. Please describe in detail the methods you will use (if awarded contract) to communicate with borrowers concerning changes to Federal Regulations.

d. The University requires that all Payment Processing take place in "real-time" and *not within a batch process*. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

e. The University requests (desires) that our Student Loan Billing Servicer (contractor) provide secure, instant messaging services for the University *and* our borrowers to communicate with the contractor's Customer Service Representatives? Does your proposed system meet this request (desire)? Please answer "yes" or "no". If "yes", please explain in detail.

f. The University requires that our Student Loan Billing Servicer (contractor) provide a free, automatic email notification to all borrowers when a payment, deferment/cancellation, and/or address change is processed. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

g. The University requires that our Student Loan Billing Servicer (contractor) provide a free, automatic email notification to our delinquent borrowers when a payment has not been received by the required Due Date. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

B. CASH MANAGEMENT / PAYMENT PROCESSING

a. The University requires that our Student Loan Billing Servicer (contractor) have the ability to calculate interest *both* monthly and daily. Does your proposed system have the ability to calculate interest both ways? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

b. The University requires that our Student Loan Billing Servicer (contractor) offer a PC-based Processing System (and not mainframe technology) with Local Area Network (LAN) Capabilities and real-time data access and processing. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

c. The University requests (desires) that our Student Loan Billing Software (from the contractor) be available 24x7, 7 days a week, except for scheduled maintenance. It is also a request (desire) that the University be able to access the Student Loan Billing Servicer (contractor) Software ninety nine percent (99%) of the time (excluding scheduled maintenance) in any given month ("Availability Guarantee"). Can your proposed system meet these requests (desires)? Please answer "yes" or "no". If "yes", please explain in detail.

d. In the event that the Client's access to the Students Loan Billing Servicer Software from the contractor falls below the Availability Guarantee, and such unavailability is not due to scheduled maintenance, please discuss the measures you would take to prevent this from occurring again. Also, please discuss any Credits that the University would receive from you for the failure to meet this Availability Guarantee.

e. If your proposed Student Loan Billing Software offers a PC-based Processing System with "on-line, real-time" functionality and School Server Connectivity, and Internet connectivity is lost for an undetermined amount of time, can the University instantly access, and work within, a complete, active copy of your Student Loan Billing Software, Data, and Programs until Server-Level and/or Internet Connectivity is re-established? Please answer "yes" or "no". If "yes", please explain in detail

f. The University requires that our Student Loan Billing Software from the contractor must be able to accommodate any loan type that the University services to include but not limited to Federal Perkins, Health Professions and Nursing loans. Does your system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

g. The University requires the ability to access an account by *all* of the following Search Options. Please indicate whether your system *currently* has the ability to search by *each* of the following methods by answering "yes" or "no" in the space provided. If "yes", please explain in detail. If "no" to any of the following Search Options, your proposal will be deemed non responsive and removed from further consideration.

2. Prior Accounts (i.e. Last 5 Accounts Accessed) _____
3. Social Security Number (SSN) _____
4. Chronologically by SSN _____
5. Last (4) Digits of an SSN _____
6. Student Identification Number (SID) _____
7. Alphabetically by Last Name _____
8. Partial Last Name and/or First Name _____
9. Full Last Name and/or First Name _____
10. Range of SSNs _____
11. Range of Old SSNs _____
12. Range of SIDs _____
13. Co-Signers _____
14. Maiden Name _____
15. Archived Account _____
16. Telephone Number (ex: Home, Work, Cell, etc.) _____
17. Email Address (ex: School, Personal, etc.) _____

h. Does your proposed system have the ability to automatically recalculate defaulted Student Loans from original disbursement to date, on demand, including all back interest calculations without "manual intervention"? Please answer "yes" or "no". If "yes", please explain in detail.

i. The University requests (desires) that our Student Loan Billing Servicer's (contractor's) Software from the contractor have the ability to store up to ninety nine (99) Name and Address Changes per Borrower. Does your proposed system meet this request (desire)? Please answer “yes” or “no”. If “yes”, please explain in detail. .

j. The University requests (desires) that our Student Loan Billing Servicer’s (contractor’s) Software have the ability to store up to nine hundred and ninety nine (999) References per Borrower. Does your proposed system meet this request (desire)? Please answer “yes” or “no”. If “yes”, please explain in detail.

k. The University requires that our Student Loan Billing Servicer’s (contractor’s) Software allow the University Staff to narrow down a borrower’s Transaction History by opting to only view: New Loans & Advances, Deferments & Cancellations, Payments & Other Transactions, and/or All Transactions. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

l. The University also requires that our Student Loan Billing Servicer’s (contractor’s) Software provide the ability for University Staff to *individually* remove a borrower’s SSN from your billing statement upon request from a single borrower (assuming that the University has not universally made this a requirement for its entire Student Loan Portfolio). Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

m. The University understands the need to “archive” zero-balance accounts. However, the University requires *instant* access (i.e. without requesting the information from the servicer (contractor)) to *all* archived accounts and *all* information (e.g. not just Transaction History), as if the account was never archived at all. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

n. The University requires that our Student Loan Billing Servicer’s (contractor’s) Software provide the ability for University Staff to add Journal Voucher Entries to the system, on demand, for items, such as: Federal Capital Contributions, Institutional Capital Contributions, Interest from Investments, Retained Earnings, etc. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

o. The University requires that our Student Loan Billing Servicer (contractor) create a Monthly Electronic Bill for *every* borrower, *every* month, year-after-year, that the University is a client - regardless of the borrower’s preferred method of billing (i.e. Billing Statements, ACH, Coupon Books, eBill, etc). This functionality should provide instant access to University Staff and our borrowers. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

p. The University requires that our Student Loan Billing Servicer’s (contractor’s) Software maintain a month-by-month, 10-Year Perpetual Billing History, on each borrower, from the date the borrower enters Repayment. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

q. The University requires that our Student Loan Billing Servicer's (contractor's) System track and instantly display both the *Deposit Amount* (i.e. Total Amount of the Check) and the *Amount* prorated towards each individual loan or debt type, when payments are applied to the system for multiple loans / debts. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

r. The University requires that our Student Loan Billing Servicer's (contractor's) System allow a borrower to schedule Permanent ACH Payments (i.e. Recurring ACH Payments until the borrowers balance equals zero) *and* Temporary ACH Payments (i.e. Temporary ACH Payments for "X" number of months) on the 1st, 10th, 15th, or 20th of each month. Does your proposed system and website meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

s. The University requires that our Student Loan Billing Servicer (contractor) allow a borrower to schedule and make a one-time, on-demand, ACH Payment on any given day of the month. Does your proposed system and website meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

t. The University requires that our Student Loan Billing Servicer's (contractor's) System generate an automatic Billing Statement when an ACH Borrower becomes delinquent due to an ACH-NSF (i.e. Non-Sufficient Funds). Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

u. The University requires that our Student Loan Billing Servicer's (contractor's) Software have the ability to list, track, and display all of the applicable entitlements allowed by borrower, and by loan, per Federal Regulations and/or University Policy. This information should include the maximum number of months allowed, the actual number of months used, and the actual number of months remaining. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

v. The University requires that our Student Loan Billing Servicer's (contractor's) Software (and not a manual check by the contractor's Customer Service Representatives) have the ability to automatically stop the processing of an entitlement for which the borrower has already received the maximum amount of time allowed. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

w. The University requires that our Student Loan Billing Servicer's (contractor's) Software contain the Department of Education's OPEID Database to facilitate automation and save the University Staff time when processing manual In-School Student Deferments. In addition, the contractor's system must automatically notate the School Name and OPEID Number within Transaction History for instant access. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

x. The University requires that our Student Loan Billing Servicer's (contractor's) Customer Service Representatives and Website have the ability to accept Visa, MasterCard, American Express and Discover Card, as a method of borrower repayment. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. Provide verification of PCI-DSS ("Payment Card Industry-Data Security Standard") and PA-DSS ("Payment Application-Data Security Standard") compliance status for Offeror's proposed system. If "no", your proposal will be deemed non responsive and removed from further consideration.

y. By utilizing the Student Loan Billing Servicer's (contractor's) Credit Card Processing Services, does the University have the option of passing any applicable Credit Card Payment Processing Fees along to the payer? Please answer "yes" or "no". If "yes", please explain in detail.

z. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide our borrowers with Coupon Books as a method of repayment. Coupons should *only* be created and mailed to those borrowers whose accounts are current (i.e. not delinquent) at the time of the Coupon Book Request. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

aa. The University requires that our Student Loan Billing Servicer (contractor) generate an automatic Billing Statement when a Coupon Repayment Borrower becomes delinquent. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

C. COLLECTIONS

a. The University requires that our Student Loan Billing Servicer's (contractor's) Software contain a fully integrated Collection Module to automatically and manually place and recall accounts to our Internal Collectors based on University Collection Parameters. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

b. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the University Staff with the ability to *manually* place and recall Collection Agency Accounts through contractor's system. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

c. The University requests (desires) that all *manually* placed Collection Agency Accounts be available to our Collection Agencies in less than (24) hours. Does your proposed system meet this request (desire)? Please answer "yes" or "no". If "yes", please explain in detail.

d. The University requires that our Student Loan Billing Servicer's (contractor's) Software have the ability to *automatically* place and recall all of our Collection

Agency Accounts (according to our specific University Placement Parameters) through a fully customized Auto Agency Placement Process. The University also requires that our Collection Agencies (and our Staff) are provided with an "Agency Warning Report" by our Student Loan Billing Servicer's (contractor's) Software to indicate the accounts that have not had any "activity" for the past (9) and (11) months as a pre-cursor to the 12-month Automatic Account Recall(s). Does your proposed system meet these requirements? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

e. The University requires that our Student Loan Billing Servicer's (contractor's) Software have the ability to automatically *calculate* and *display* Collection Agency Fees Due (on-line and in real-time) once an account is placed with a Collection Agency – and not at the time when a Collection Agency Payment is being applied to the borrower's account. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

f. The University requires that our Student Loan Billing Servicer's (contractor's) Software track all Collection Letters sent via the system, as well as all comments and/or actions taken by our Internal Collection Staff, including: Date, Time, Action Taken, and By Whom. Does your proposed system meet these requirements? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

g. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the ability for University Staff to instantly create an *Address Profile Report* for a single borrower to view and/or print all current and/or historical Name and Address Information for the borrower, references, etc. Does your proposed system meet these requirements? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

h. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the ability for University Staff to instantly create a *Balance Profile Report* for a single borrower to instantly view and/or print the borrower's Principal Balance History as its reduced due by borrower's payments, cancellations, etc. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

i. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the ability for University Staff to instantly create an *Account Profile Report* for a single borrower, on demand. The Account Profile Option should allow the University to select, view, and/or print all Transaction History, by Date Range and/or Transaction Type (i.e. Advances, Deferments, Cancellations, Payments, etc.) for a specific borrower. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

j. The University requires that our Student Loan Billing Servicer's (contractor's) Software provide the ability for University Staff to instantly create a *Report* for a single borrower to capture and print all of the information displayed on the Primary Window. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

k. The University requires that our Student Loan Billing Servicer’s (contractor’s) Software provide the ability for University Staff to instantly create a *Collection Profile Report* for a single borrower on demand. The Collection Profile Option should allow the University to select, view, and/or print all Collection Memos by Date Range for a specific borrower. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

l. The University requires that our Student Loan Billing Servicer (contractor) provide report with success rates of each collection agency used by the University of South Carolina monthly. Can you / your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

D. STANDARD AND CUSTOM INTERFACES

a. The University requires that our Student Loan Billing Servicer (contractor) provide *all* of the following Standard Interfaces at no additional charge to the University. Please indicate whether each Standard Interface is currently available by answering “yes” or “no” in the space provided. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

2. Award Files for On-Line Entrances & eSig MPNs ______
3. Signed Promissory Note Files to Release Disbursements ______
4. New Loan & Advance Files ______
5. Holds on Transcripts based on Unsigned Exits Files ______
6. Holds on Transcripts based on Delinquency Files ______
7. Student Identification Number (SID#) Files ______
8. Student / Borrower Email Address Files ______
9. General Ledger / Accounting Feed Interface Files ______
10. State Tax Offset Files ______
11. Registration Files for Borrower Separation ______
12. Clearinghouse Files for Borrower Separation ______
13. Graduation Files for Borrower Separation ______
14. Delinquent Receivable Payment Files for A/R Systems Updates ______
15. Demographic Information Files for Campus Database Updates ______

b. For all Interfaces coming *from* the Student Loan Billing Servicer’s (contractor’s) System (ex: Signed Promissory Note Files, Hold on Transcript Files, General Ledger / Account Feed Files, Delinquent Receivable Payment Files, Demographic Information Files, etc.), the University requires that our Student

Loan Billing Servicer provide these required Interface Files in *our* File Layout and Formats due to limited internal IT Staff Resources. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

c. Conversely, all Interfaces coming *from* the University (ex: Award Files, New Loan / Advance Files, Registration Files, Graduation File, etc.), must be accepted and processed by our Student Loan Billing Servicer’s (contractor’s) Software in our *existing* File Layout and Formats (rather than conforming to contractor’s specific File Layout and Format Requirements) due to limited internal IT Staff Resources. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

d. The University requires that our Student Loan Billing Servicer (contractor) describe any technical support required from the University of South Carolina or potential support from SunGard Higher Education. Contractor will also be responsible for describing its approach to integration with SunGard Banner software.

E. STANDARD AND CUSTOM REPORTS

a. The University requires that our Student Loan Billing Servicer’s (contractor’s) Software allow University Staff to produce reports on-demand, by allowing the end user to *create, view,* and *print* reports at any given time. As an example, and assuming that today’s date is June 21st , does your proposed system provide the ability to instantly create and print an updated Month-End Management Report, which reflects activity dated June 1st through June 21th. Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

b. The University requires that our Student Loan Billing Servicer provide *us* with the ability *to retrieve our Monthly Management Reports in the following formats*. Please indicate whether each Management Report Format is currently available by answering “yes” or “no” in the space provided. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

- Microsoft Excel Format _____
- PDF Format _____
- Text Format _____

c. The University requires that our Student Loan Billing Servicer (contractor) provide the *University Staff* with the ability to instantly retrieve a copy of any Month-End Management Report for *any* month and year that the University has been a client? Do you meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

F. **CREDIT BUREAU REPORTING**

a. The University requires that our Student Loan Billing Servicer (contractor) report to all four (4) National Credit Bureaus, which are: Experian, Equifax, TransUnion, and Innovis. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

b. The University requires that our Student Loan Billing Servicer (contractor) maintain a month-by-month, 10-Year Perpetual Credit Bureau History on each borrower from the date of first disbursement. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

Perkins, Health Professions and Nursing Loans Required Services

a. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Electronic On-Line Entrance Interview, eSignature Promissory Note Solution and Indebtedness Statement for our borrowers with our Perkins, Health Professions and Nursing Loans. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

b. If your system does or does not meet this requirement, please explain your On-Line Entrance Interview Solution, eSignature Promissory Note Solution and Indebtedness Statement in detail and be sure to specifically address each of the following questions:

1. Can the On-Line Entrance Interview be linked via URL from the University's Website?
2. How long are completed On-Line Entrance Interviews accessible from your Website?
3. Does the borrower have instant access to his / her On-Line Entrance Interview?
4. If so, how long is it stored and accessible from your website?
5. Does the University Staff have instant access to his / her On-Line Entrance Interview?
6. If so, how long is it stored and accessible from your website?
7. Is the University able to access a borrower's On-Line Entrance, eSigned Promissory Note and Indebtedness Statement by Account Number?
8. Is the University able to access a borrower's On-Line Entrance, eSigned Promissory Note and Indebtedness Statement by Date Range?
9. In an effort to automate our Disbursement Process, does the University have the ability to export eSigned Promissory Note Information and Indebtedness Statement into our current Main Frame or EPP System for an import into our Financial Aid System?

10. Does your system handle the functionality of a multi-year Master Promissory Note?
11. Does the Reference Information get downloaded into your system automatically?
12. When does this download occur?
13. Does your system create an Automatic Memo on the account indicating the borrower's completion of this process?
14. Does your system provide a visible indicator that a Promissory Note and Indebtedness Statement was Electronically Signed?

c. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Electronic Disclosure Process as it relates to CFR 674.16 (a)(1). Please answer "yes" or "no". If "yes" or "no", please explain your current functionality in detail.

d. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Electronic, On-Line Exit Interview Solution for all our loan borrowers. Does your system meet this requirement? Please answer "yes" or "no".

e. If your system does or does not meet the above requirement, please explain your On-Line Exit Interview Solution in detail and be sure to specifically address each of the following questions:

1. Can the On-Line Exit Interview be linked via URL from the University's Website?
2. How long are completed On-Line Exit Interviews accessible from your Website?
3. Does the borrower have instant access to his / her On-Line Exit Interview?
4. If so, how long is it stored and accessible from your website?
5. Does the University Staff have instant access to his / her On-Line Exit Interview?
6. If so, If so, how long is it stored and accessible from your website?
7. Is the University able to access a borrower's On-Line Exit Interview by Account Number?
8. Is the University able to access a borrower's On-Line Exit Interviews by Date Range?
9. Does the Reference Information get downloaded into your system automatically?
10. When does this download occur?
11. Does your system create an Automatic Memo on the account indicating the borrower's completion of this process?
12. Does your system provide a visible indicator that an On-Line Exit Interview has been completed?

f. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Mailed Exit Interview Solution that monitors all "unsigned" On-Line Exit Interviews from its website and programmatically allows the Student Loan Billing Servicer to print and mail these documents within the required 30-day timeline as indicated by the Department of Education. Does your system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

g. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Skip Tracing Service through

Accurint to locate our borrowers with bad addresses. If applicable, please explain your current Accurint Skip Trace Functionality in detail. Be sure to indicate whether your system can automatically download and store up to (8) potentially good addresses per borrower at the time of the Skip Trace, store the old, incorrect address, and automatically assess a Skip Trace Fee back to the borrower to offset our investment. Does your proposed system meet these requirements? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

h. The University requires that our Student Loan Billing Servicer’s (contractor’s) fully automated Skip Tracing Service create an automatic memo on each Skip Traced Account for auditing purposes. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

i. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated, Short-Term / Emergency Loan Program to automate the Loan Application and eSignature Promissory Note Process. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

j. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a fully automated Electronic Refund Process for our Student Loans, Current Receivables, Delinquent Receivables, etc. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

k. The University requires that our Student Loan Billing Servicer (contractor) have the ability to fully comply with the requirements of Regulation Z as they relate to our “private” (non-Perkins) loans. The solution provided should be web-based and fully automated to present borrowers with the required disclosures and self-certification form. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

l. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide an electronic authentication process allowing our institutional loan co-signers to e-sign a promissory note. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

m. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide a complete Delinquent Receivable Management Solution. This process should include any combination of custom letter, phone, and email contacts as well as working closely and interfacing with University contracted collection agencies for maximum return. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

n. The University requires that our Student Loan Billing Servicer (contractor) have the ability to fully comply with the Red Flag Regulation requirements concerning identity theft. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

o. The University requires that our Student Loan Billing Servicer (contractor) describe its documented procedures to respond to security breaches that may expose institutional data to unauthorized access or use.

p. The University requires that our Student Loan Billing Servicer (contractor) describe how it discovers and responds to publicly known software bugs or other security gaps that may expose institutional data to risk of unauthorized access or use.

q. The University requires that our Student Loan Billing Servicer (contractor) must periodically conduct security scanning (using Internet Security Scanner or similar industry standard systems)of hosts serving applications. Please describe your methods used.

r. The University requires that our Student Loan Billing Servicer (contractor) have the ability to provide additional borrower contacts (calls and letters) above and beyond the standard grace notices to borrowers who are soon to expire their grace period. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

s. The University requires that our Student Loan Billing Servicer (contractor) provide a fully interactive company blog as a means of communication. Does your company meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

G. INTEGRATED LETTER GENERATOR

a. The University requires that our Student Loan Billing Servicer (contractor) utilize *Microsoft Word* as its primary, Integrated Letter Generator to allow an automatic mail merge of demographic information and all other types of miscellaneous data into fully customized University Staff created letters and notices. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

b. The University requires that our Student Loan Billing Servicer’s (contractor’s) Letter Generator have the ability to generate letters on a case by case basis. Does your proposed system meet this requirement? Please answer “yes” or “no”. If “yes”, please explain in detail. If “no”, your proposal will be deemed non responsive and removed from further consideration.

c. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator have the ability to store up to *Nine Hundred and Ninety Nine (999) Custom Microsoft Word Document Templates* for instant letter creation by the University. Does your system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

d. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator provide the University with the ability to produce a Custom Letter for an *individual borrower* and/or *merge our entire Student Loan Portfolio*, based on our requested criteria and unique letter generation needs. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

e. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator have the ability for on-demand, automatic generation and printing of *Full Exit Interview Materials* (i.e. Rights and Responsibilities, Truth In Lending, Amortization Schedule, Reference Page, etc.) by the University. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

f. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator provide the ability for on-demand, automatic completion, and printing of our *Government Assignment Forms* (formerly known as Form 553) by the University. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

g. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator create an *Automatic Memo* on each account for tracking and auditing purposes. This Automatic Memo should contain the Date, Time, Operator's Initials, and Document Name, for Auditing Purposes. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

h. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator provide the ability to automatically assess a *University-Specific Letter Fee* for certain University Delinquency Letters. This Automatic Letter Fee should automatically appear in the Letter Fee Field on your Primary Window. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

i. The University requires that our Student Loan Billing Servicer's (contractor's) Letter Generator provide the ability to automatically assess a *University-Specific Review Date* for certain University Delinquency Letters for Internal Collector Follow-Up. Does your proposed system meet this requirement? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

H. BORROWER WEBSITE FUNCTIONALITY

The University requires that our Student Loan Billing Servicer's (contractor's) Website provide state-of-the-art functionality for the *University's Borrowers*. Please indicate whether your Borrower Website *currently* provides *each* of the following by answering "yes" or "no" to each question below. If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

a. Does your Borrower Website facilitate a Monthly Borrower Demographic Information Review for changes in Names and Address Information? Please answer "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

b. Does your Borrower Website provide the ability for our borrowers to update their Demographic Information on-line? Please answer "yes" or "no". If "yes", please explain in detail.

c. Does your Borrower Website provide the ability for our borrowers to supply "Release of Information" data and consent? By providing this information, the borrower is giving the Student Loan Billing Servicer, and the school, permission to discuss the details of the borrowers' account with all parties whose information has been provided by the borrower. Upon completion, this data should be seamlessly downloaded into the Student Loan Billing Software for instant, on-demand, access for all System Users and NOT stored within the Memos / Comments Area. Please answer "yes" or "no". If "yes", please explain in detail.

d. Does your Borrower Website provide the ability for our borrowers to make instant ACH / Direct Debit and/or Credit Card Payments? Please answer "yes" or "no". If "yes", please explain in detail.

e. Does your Borrower Website provide the ability for our borrowers to sign-up for Temporary or Permanent ACH / Direct Debit Payments? Please answer "yes" or "no". If "yes", please explain in detail.

f. Does your Borrower Website provide the ability for our borrowers to review their Direct Payment Transaction History? Please answer "yes" or "no". If "yes", please explain in detail.

g. Does your Borrower Website provide the ability for our borrowers to update their Banking Information? Please answer "yes" or "no". If "yes", please explain in detail.

h. Does your Borrower Website provide the ability for our borrowers to sign-up for eBills, instead of receiving paper Billing Statements? Please answer "yes" or "no". If "yes", please explain in detail.

i. Does the Borrower Website provide the ability for our borrowers to instantly retrieve a copy of an Electronic Billing Statement for *every* month and year that the borrower has been in Repayment and the University has been a client? Please note: This functionality should be made available to all University Borrowers and not simply those that have signed up to receive Electronic Billing Statements. Please answer "yes" or "no". If "yes", please explain in detail.

j. Does your Borrower Website provide the ability for our borrowers to review their Current Account Balance Information, which shall be updated from the Student Loan Billing Servicer's Software on a daily basis, such as: Loan Amounts, Interest Rates, Principal Balance Amounts, Payoff Amounts, Most Recent Payment Information (i.e. Date, Check #, and Amount of Most Recent Payment), All Transaction History, Next Due Date, Months Delinquency Information, Deferment / Forbearance Activity, etc.)? Please answer "yes" or "no". If "yes", please explain in detail.

k. Does your Borrower Website provide the ability for our borrowers to instantly access and view Electronic Copies of every 1098-E Tax Form for *every* year that the University has been a client? Please answer "yes" or "no". If "yes", please explain in detail.

l. Does your Borrower Website provide the ability for our borrowers to access, complete, and review, fully customized On-Line Entrance Interviews for Perkins Loans, Health Profession Loans and Nursing Loans? Please answer "yes" or "no". If "yes", please explain in detail.

m. Does your Borrower Website store all completed On-Line Entrance Interviews for a minimum of (10) years for instant borrower access? Please answer "yes" or "no". If "yes", please explain in detail.

n. Does the Borrower Website provide the ability for our borrowers to access, complete, and review, fully customized Electronic Promissory Notes for all Fund and Loan Types, including: Perkins Loans, Health Profession Loans, Nursing Loan and Short-Term / Emergency Loans? Does your system handle the functionality of a multi-year Master Promissory Note? Please answer "yes" or "no". If "yes", please explain in detail.

o. Does your Borrower Website store all completed Electronic Promissory Notes for a minimum of ten (10) years for instant borrower access? Please answer "yes" or "no". If "yes", please explain in detail.

p. Does your Borrower Website provide the ability for our borrowers to access, complete, and review, fully automated Electronic On-Line Exit Interviews for all Fund and Loan Types, including: Perkins Loans, Health Profession Loans, Institutional Loans, and Nursing Loans? Please answer "yes" or "no". If "yes", please explain in detail.

q. Does your Borrower Website store all completed On-Line Exit Interviews for a minimum of ten (10) years for instant borrower access? Please answer "yes" or "no". If "yes", please explain in detail.

r. Does your Borrower Website provide the ability for our borrowers to access and review fully customized, Electronic Disclosure Statements for all Fund and Loan Types, including: Perkins Loans, Health Profession Loans, and Nursing Loans? Please answer "yes" or "no". If "yes", please explain in detail.

s. Does your Borrower Website provide the ability for our borrowers to access, download, and/or complete Standard and/or fully customized University-Specific Forms, such as: Deferment, Forbearance, Cancellation, ACH Forms, etc.? Please answer "yes" or "no". If "yes", please explain in detail.

I. CLIENT WEBSITE FUNCTIONALITY

<u>At a minimum</u>, the University requires that our Student Loan Billing Servicer's (Contractor's) Website provide state-of-the-art functionality for the *University's Staff*. Please indicate whether your Client Website *currently* provides *each* of the following by answering "yes" or "no" in the space provided. If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

a. Does your Client Website allow University Staff to view Borrower Website Information in the exact format that our borrowers view it? Please answer "yes" or "no". If "yes", please explain in detail.

b. Does your Client Website provide the ability for University Staff to enter ACH / Direct Debit and/or Credit Card Payments? Please answer "yes" or "no". If "yes", please explain in detail.

c. Does your Borrower Website provide the ability for our borrowers to review their Direct Payment Transaction History? Please answer "yes" or "no". If "yes", please explain in detail.

d. Does your Client Website provide the ability for University Staff to instantly retrieve a copy of an Electronic Billing Statement for *every* month and year that the borrower has been in Repayment and the University has been a client?
Please note: This functionality should be made available to for all University Borrowers and not simply those that have signed up to receive Electronic Billing Statements. Please answer "yes" or "no". If "yes", please explain in detail.

e. Does your Client Website provide the ability for University Staff to instantly review a specific borrower's Current Account Balance Information? Please answer "yes" or "no". If "yes", please explain in detail.

f. Does your Client Website provide the ability for University Staff to instantly view a specific Electronic Copy of any 1098-E Form for *every* year that the University has been a client? Please answer "yes" or "no". If "yes", please explain in detail.

g. Does your Client Website provide the ability for University Staff to instantly review all "Signed, Unsigned, and/or Cancelled" On-Line Entrance Interviews by "Account Number" and by "Date Range"? Please answer "yes" or "no". If "yes", please explain in detail.

h. Does your Client Website allow this information to be instantly downloaded and exported into our current Main Frame or ERP System? Please answer "yes" or "no". If "yes", please explain in detail.

i. Does your Client Website provide the ability for University Staff to manually enter and upload all information necessary for the instant creation of an On-Line Entrance Interview and Electronic Promissory note, if desired? Please answer "yes" or "no". If "yes", please explain in detail.

j. Does your Client Website provide the ability for University Staff to instantly review all “Signed, Unsigned, and/or Cancelled” Electronic Promissory Notes by “Account Number” and by “Date Range”? Please answer “yes” or “no”. If “yes”, please explain in detail.

k. Does your Client Website allow this information to be instantly downloaded and exported into a Microsoft Excel File? Please answer “yes” or “no”. If “yes”, please explain in detail.

l. Does your Client Website provide the ability for University Staff to instantly review all “Signed, Unsigned, and/or Cancelled” On-Line Exit Interviews by “Account Number” and by “Date Range”? Please answer “yes” or “no”. If “yes”, please explain in detail.

m. Does your Client Website allow this information to be instantly downloaded and exported into our current Main Frame or ERP System? Please answer “yes” or “no”. If “yes”, please explain in detail.

n. Does your Client Website provide the ability for University Staff to instantly view all Electronic Disclosure Statements by “Account Number”? Please answer “yes” or “no”. If “yes”, please explain in detail.

o. Does your Client Website provide the ability for University Staff to instantly access your On-Line User’s Guide / Help Manual? Please answer “yes” or “no”. If “yes”, please explain in detail.

p. Does your Client Website provide the ability for University Staff to instantly access Training Manuals? Please answer “yes” or “no”. If “yes”, please explain in detail.

q. Does your Client Website provide the ability for University Staff to instantly access and download your most recent SAS-70 Audit Report? Please answer “yes” or “no”. If “yes”, please explain in detail.

r. Does your Client Website provide the ability for University Staff to instantly access your most up-to-date Service Schedule? Please answer “yes” or “no”. If “yes”, please explain in detail.

s. Does your Client Website provide the ability for University Staff to instantly access all scanned documents, such as: Checks, Remittance Statements, Entitlement Forms, ACH Forms, Miscellaneous Borrower Correspondence, etc? Please answer “yes” or “no”. If “yes”, please explain in detail.

t. Does your Client Website provide the ability for University Staff to instantly access, approve, and/or deny, all pending Clearinghouse Exits? Please answer “yes” or “no”. If “yes”, please explain in detail.

u. Does your Client Website provide the ability for University Staff to instantly retrieve *any* Monthly Management Report from *every* month and year, since the University has been a client? Please answer “yes” or “no”. If “yes”, please explain in detail.

J. COLLECTION AGENCY WEBSITE FUNCTIONALITY

The University requires that our Student Loan Billing Servicer's Website provide state-of-the-art functionality for the *University's Collection Agencies*. Please indicate whether your Collection Agency Website *currently* provides *each* of the following by answering "yes" or "no". If "yes", please explain in detail. If "no", your proposal will be deemed non responsive and removed from further consideration.

a. Does your Collection Agency Website post all University-Placed Collection Accounts and Related Information within (24) hours or less? Please answer "yes" or "no". If "yes", please explain in detail.

b. Does your Collection Agency Website allow our contracted Collection Agencies to view all Loan Master File Information per Borrower? Please answer "yes" or "no". If "yes", please explain in detail.

c. Does your Collection Agency Website allow our contracted Collection Agencies to view all Name and Address History per Borrower? Please answer "yes" or "no". If "yes", please explain in detail.

d. Does your Collection Agency Website allow our contracted Collection Agencies to view all Reference Information per Borrower? Please answer "yes" or "no". If "yes", please explain in detail.

e. Does your Collection Agency Website allow our contracted Collection Agencies to view all Transaction History per Borrower? Please answer "yes" or "no". If "yes", please explain in detail.

f. Does your Collection Agency Website allow our contracted Collection Agencies to view all Memos / Comments per Borrower? Please answer "yes" or "no". If "yes", please explain in detail.

g. Does your Collection Agency Website allow our contracted Collection Agencies to instantly view all electronically signed On-Line Entrance Interviews and Promissory Notes? Please answer "yes" or "no". If "yes", please explain in detail.

It is a requirement for offerors to provide client references to support each individual claim and perform an onsite system demonstration as well. For client references, please include Contact Information for each (i.e. Company/School Name, Contact Name, Phone #, Email Address, etc.).

IMPLEMENTATION PLAN & WORK PLAN

In its technical proposal, Offeror will provide a detailed implementation plan for its proposed system that includes a timeline with dates of initiation and completion. Include all requirements, if any, for university resources that must be used for each step of the implementation.

Along with the implementation plan, in its technical proposal, offeror will also provide a detailed work plan. The detailed work plan should include a complete work breakdown structure with all tasks having work forecasts, clear deliverables, and appropriate dependencies (predecessors, successors). The detailed work plan should prove that the target dates are achievable and support is provided. Any on-site visits required to perform the services herein must be included in the cost of the base solution. This must include all travel, meals, lodging and expenses.

2. Cost - The total cost of ownership for offeror's proposed base solution for the maximum five year contract term. Please provide a detail explanation of the total cost of ownership for Offeror's proposed base solution for the maximum five year contract term. NOTE: No additional costs, fees or expenses for Offeror's proposed base solution will be incurred by the University

3. **Offeror's Qualifications**: The Offeror's experience, references, financial stability, and key staff must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size and scope. In its technical proposal, offeror shall provide answers to the following questions:
    a. If your company is owned by a parent company, please indicate the name of your parent company.
    b. Please describe any potential "conflicts of interest" between your Loan Servicing Company and Parent Company, if applicable.
    c. Please indicate the total number of Student Loan Servicing Clients that your company has lost within the past (5) years.
        + Please include Contact Information for each (i.e. School Name, Contact Name, Phone #, Email Address, etc.) and the name of the Student Loan Billing Servicer that you provided De-Conversion Information to.
    d. Please indicate the total number of new Student Loan Servicing Clients that your company has added within the past (5) years.
    e. Please include Contact Information for each Student Loan Servicing Client (i.e. School Name, Contact Name, Phone #, Email Address, etc.). NOTE: Please be sure to remove all non-Student Loan Servicing Clients from this total number and/or other clients potentially added by your parent company that are not applicable to this question (ex: Collection Agency Accounts). If your company has recently enhanced its Student Loan Servicing Technology / Platform, please indicate the date in which your company's product went "live".
    f. Based upon your response to item f above, please indicate the total number of clients actively utilizing your company's "new" Student Loan Servicing Platform to date and the total percentage that this group represents out of your entire client base (ex: 2 out of 400 or .005%). Please provide contact information for each of these clients utilizing your "new" Student Loan Servicing Platform and indicate the number of years and months since each client was converted to your company's "new" platform.
    h. If your company has recently enhanced its Student Loan Servicing Technology / Platform, then please be sure to provide the most current Third-Party SAS-70 Compliance Audit Results to ensure full Federal Regulatory Compliance.
    i If your company has recently enhanced its Student Loan Servicing Technology / Platform, please provide the total number of Colleges and Universities that your company has converted from other Student Loan Billing Software Packages (i.e. In-House / Homegrown, Competitors, etc.) to its "new" platform. IMPORTANT NOTE: This list should not include your company's own clients that have been upgraded to its "new" platform, but rather all new conversions converted to its "new" Student Loan Servicing Platform. Please provide contact information for each of these clients and specifically indicate which system or servicer each conversion originated from.

j. In an effort to assess your company's overall stability, please provide a detailed history of ownership of your company from *inception to present*, including any and all company name changes, the dates of any strategic equity investments, mergers, buyouts and/or potential buyouts, bankruptcies, downsizing, and processing center relocations.

k. In order to review the financial wealth of your company, the University requests that you include the last three years of your company's audited consolidated financial statements in its proposal.

4. **Additional Services/Qualities** – Offeror shall describe in detail its additional services/qualities that it will provide to the University at no charge if awarded contract. Also, explain why you feel your company's additional services/qualities will prove beneficial to the University for the student loan billing and accounting services contract.

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]

MINORITY PARTICIPATION (JAN 2006)

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

Is the bidder a Minority Business certified by another governmental entity? □ Yes □ NO If so, please list the certifying governmental entity: ___________________________

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

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

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

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

□ Traditional minority

□ Traditional minority, but female

□ Women (Caucasian females)
□ Hispanic minorities

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

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

V. Qualifications

QUALIFICATION OF OFFEROR (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]

NOTE: The University reserves the right to contact Offeror’s references.

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. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]

EVALUATION FACTORS – PROPOSALS: Responsive 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.

- **Technical Proposal**: The degree, completeness, and suitability of the Offeror's proposed technical solution to meet or exceed the requirements of the solicitation. Offeror's detailed Implementation Plan and detailed Work Plan.
- **On-Site Demonstration: The Offeror's demonstrated capabilities and functionality of its proposed system based on various business processes of offeror's choosing.**
- **Cost Proposal**: The total cost of ownership for the offeror's proposed base solution for the maximum five year contract period.
- **Offeror's Qualifications**: The Offeror's experience, references, financial stability, and key staff must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size and scope.
- **Additional Services/Qualities**: Offeror's additional services/qualities that it will provide to the University at no charge if awarded contract. Also, why offeror feels

its additional services/qualities will prove beneficial to the University for the student loan billing and accounting services contract.

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 (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

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 (JAN 2006):
(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States 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. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 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. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

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. (b) Consistent with Section 11-57-330(8), 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. [07-7 A072-1]

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 (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

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 (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

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.sa.sc.edu/shs/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]

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.
[07-7B025-1]

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.

CONTRACTOR’S LIABILITY INSURANCE - GENERAL (FEB 2015)
(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
(b) Coverage shall be at least as broad as:
(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate

limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an “insured contract” as defined in the policy.
(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
(3) Worker’s Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
(d) For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor’s insurance and shall not contribute with it.
(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
[07-7B056-2]

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

CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

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. [07-7B065-1]

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.
[07-7B075-1]

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 - INTELLECTUAL PROPERTY (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. [07-7B103-1]

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]

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) Intrusion protection. 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) Transfer limitations. 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 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 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. [07-7B115-1]

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

PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

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. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY CPI "ALL ITEMS" (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 Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov
[07-7B170-1]

PRICING DATA – AUDIT – INSPECTION (JAN 2006): [Clause Included Pursuant to Section 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. Section 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. Section 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 Section 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.
[07-7B185-1]

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.
[07-7B205-1]

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 final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

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 be 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.

PRIVACY – WEB SERVICES: You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PLEASE REFER TO ITEM 2. COST OF THE PROPOSAL CONTENTS CLAUSE IN SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT OF THE SOLICITATION.

IX. ATTACHMENTS TO SOLICITATION

1. **IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
2. **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING (DEPT. OF REVENUE FORM I-312)**
3. **OFFEROR'S CHECKLIST**
4. **UNIV1.52: APPENDIX 4 CONTRACT ADDENDUM FOR EXTERNAL DATA & SYSTEMS SERVICE PROVIDERS**

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

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

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

1. Name of Nonresident Taxpayer:
2. Trade Name, if applicable (Doing Business As):
3. Mailing Address:
4. Federal Identification Number:
5. Hiring or Contracting with:
   Name:
   Address:

   Receiving Rentals or Royalties From:
   Name:
   Address:

   Beneficiary of Trusts and Estates:
   Name:
   Address:

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

   Date of Registration:

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

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

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

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

(Seal)

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

If Corporate officer state title:

(Name - Please Print)

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

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

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

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.
You do not need to return this checklist with your response.

By signing the Cover Page of the Solicitation and including it in the proposal you submit, you are agreeing to adhere to the Contract Addendum For External Data & Systems Service Providers document below if you are awarded contract from the solicitation.

CONTRACT ADDENDUM FOR EXTERNAL DATA & SYSTEMS SERVICE PROVIDERS

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

Protection of Covered Data and Information
Service Provider agrees to abide by limitations binding upon the Institution and related to the transmission, storage, access, and disclosure of Covered Data and Information (CDI); this includes various federal and state legislation, regulations, policies, and industry practices.

Definition: Covered Data and Information (CDI) includes Personally Identifiable Information (PII) concerning university Constituents, as well as University Data, as defined in UNIV 1.51, and may include paper records, electronic images, data and other information records supplied by Institution, as well as paper records, electronic images, data and other information records the Institution's Constituents provide directly to the Service Provider. Data classified by university Data Stewards as Restricted or Confidential is considered CDI unless specifically exempted by this Addendum. A list of potentially applicable items is located in Enterprise Data Standard 1.04 (Data Classification Level and Potentially Applicable Data Items; see http://tinyurl.com/h43ojam).

Definition: Constituents are persons and entities that have a relationship to any organizational unit of the university system, including but not limited to: students (prospective students, applicants for admission, enrolled students, campus residents, former students, and alumni), employees (faculty, staff, administrators, student employees, prospective employees, candidates for employment, former employees and retirees), and other affiliates (including but not limited to board members, consultants, contractors, donors, invited guests, recipients of goods and services, research subjects, and volunteers).
Acknowledgment of Access to CDI: Service Provider acknowledges that the Agreement allows the Service Provider and Institution to mutually transmit, store, and access CDI.

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

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

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

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

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

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

*****END APPENDIX 4*****