



# UNIVERSITY OF SOUTH CAROLINA

AMENDMENT NO. 1 TO SOLICITATION

TO: ALL VENDORS

FROM: Charles Johnson, Procurement Manager

SUBJECT: SOLICITATION NUMBER: USC-RFP-3110-CJ

DESCRIPTION: Student Loan Billing and Accounting Services

DATE: April 21, 2017

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

Questions and Answers

Revised/Modified Contract Addendum For External Data & Systems Service Providers in Section IX of the Solicitation

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**BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 1 IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Date

**THE FOLLOWING QUESTION(S) WAS SUBMITTED BY VENDOR A:**

**Question(s):** Section 2. Cash Management/Payment Processing, Item b. 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.

**What types of "credits" would the University expect to receive if we fail to meet the Availability Guarantee?**

**ANSWER:** If the Loan Billing Software is not available 99% of the time (excluding scheduled maintenance) in a given month, a pro-rata credit will be applied to the University due to amount of time software in not available. To date, this has not occurred.

**THE CONTRACT ADDENDUM FOR EXTERNAL DATA & SYSTEMS SERVICES PROVIDERS ATTACHMENT IN SECTION IX OF THE SOLICITATION HAS BEEN MODIFIED/REVISED AND NOW READS AS FOLLOWS:**

**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. Please note that under certain conditions and at the sole discretion of University personnel, select terms of this addendum may be negotiated and/or revised.**

**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.