

 <p style="text-align: center;">UNIVERSITY OF SOUTH CAROLINA</p>	Request for Proposal	Solicitation Number: Date Issued: Procurement Officer: Phone: E-Mail Address:	USC-RFP-3422-JB February 19, 2019 Juaquana Brookins 803.777.3596 jbrookin@mailbox.sc.edu
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DESCRIPTION: Student Housing Assignment and Conference Management System for USC Housing Department

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
1600 Hampton Street, Suite 606
Columbia SC 29208

PHYSICAL ADDRESS:
University of South Carolina
1600 Hampton Street, Suite 606
Columbia SC 29208

SUBMIT OFFER BY (Opening Date/Time): March 18, 2019 2:00 PM EST (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: March 1, 2019 10:00 AM EST (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One(1) paper copy, marked original and six (6) ea USB Drives (Your business (1 usb drive) and technical proposals (6 usb drives) must be on separate media devices)

CONFERENCE TYPE: Not Applicable
DATE & TIME:
(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: Not Applicable

AWARD & AMENDMENTS Award will be posted on **5/3/2019**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.purchasing.sc.edu>

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)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

_____ In-State Office Address same as Home Office Address
 _____ In-State Office Address same as Notice Address (check only one)

Solicitation Outline

I. Scope of Solicitation

II. Instructions to Offerors

A. General Instructions

B. Special Instructions

III. Scope of Work / Specifications

IV. Information for Offerors to Submit

V. Qualifications

VI. Award Criteria

VII. Terms and Conditions

A. General

B. Special

VIII. Bidding Schedule / Cost Proposal

IX. Attachments to Solicitation

I. SCOPE OF SOLICITATION

It is the intent of the University of South Carolina to solicit proposals from qualified sources of supply to implement a turnkey, operational integrated web-based housing assignment and conference management system to enhance and maximize the efficiency of the University Housing operations and processes, in accordance with all the requirements stated herein.

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 4/12/2019 **End date:** 4/11/2024. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 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.

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> (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.

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.

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.

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.

BID IN ENGLISH and 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.

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.

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.

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>

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.

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)]

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.

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."

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.

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.

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]

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]

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.

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]

REJECTION/CANCELLATION

This solicitation does not commit the State of South Carolina to award a contract, to pay any costs incurred in the preparation of an offer, or to procure or contract for the articles of goods or services. The State may cancel this solicitation in whole or in part. The State may reject any or all offers in whole or in part. [Section 11-35-1710 & R.19-445.2065]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable

as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

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 it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

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: <https://scemd.org/closings/>

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.)

SUBMITTING A PAPER OFFER OR MODIFICATION

Paper offers are required. (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.

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.

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.

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.

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

SUBMISSION OF QUESTIONS

Via email only to jbrookin@mailbox.sc.edu

Subject: Solicitation # USC-RFP-3422-JB

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.

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006)

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

DISCUSSION WITH OFFERORS

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

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), 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 11-35-1520(8); R.19-445.2080]

ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT

In addition to your original offer, you must submit an electronic copy or copies on a 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 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.

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)]

PROTEST - CPO - ITMO ADDRESS (JUN 2006)

Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

(a) by email to protest-itmo@itmo.sc.gov,

(b) by facsimile at 803-737-0102, or

(c) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201.

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

SCOPE OF WORK / SPECIFICATIONS

Background

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 offers baccalaureate, masters, and doctoral degrees through 17 colleges and schools. The baccalaureate degree is offered in over 70 major fields; the master's degree in over 100 fields; and doctorate in over 50 fields. The University of South Carolina has experienced considerable growth since the sixties with over 26,700 undergraduate students enrolled at the Columbia campus. Students from all states and over 130 foreign countries attend the University.

Approximately 7,000 undergraduates reside in on-campus housing on the Columbia campus, with an additional 700 Greek Village residents. The university has a live-on requirement for first year students and provides limited housing to sophomore, junior and senior students as well as some graduate students. University Housing is currently in the process of campus construction and renovation projects that will add an additional 3,000 beds to the existing inventory.

The University continues to plan towards a strategic goal of housing 100% of the freshman class and 40-50% of all remaining undergraduates and to provide housing for staff, graduate students and visitors who have a need to live on-campus.

Additional information may be obtained through USC's web site: <http://www.sc.edu/aboutusc/>.

Introduction / Current Environment

University Housing currently uses CBORD's Odyssey HMS application to manage student housing assignments. While this system manages the application and assignment process, there are no workflow processes, including automated communications based on actions taken related to an application or assignment. In addition, there are unique needs associated with applications for faculty-led Living and Learning Communities that cannot be met through the existing software.

Residence halls represent a variety of room and suite configurations. Meal plans are associated with housing contracts for many students, depending on their residence, year of study, and fraternity or sorority affiliation.

Students use a USC student portal to review their housing assignment, meal plan information, mail box assignment, and their account balance information. The student portal uses a nine-digit identification number (USC ID) associated to each student and employee that is used as the primary identifier. In addition, the University assigns a second identifier (VIP ID) that is used in the current housing application as a secondary ID. Access to any housing system must be authenticated through the USC student portal.

While Odyssey HMS provides a means to automate assignments, much of the work is currently done manually by University staff. Housing fees are determined automatically based on the building and type of room, but often corrections or modifications must be made by staff manually based on specific situations. There are little to no automated workflows built into Odyssey HMS for the purposes of assignments, room changes, wait listing and reporting.

Camps, conferences and special events are currently managed using Conference Programmer by Seattle Tech. That application manages reservations and assignments for conference participants. USC Conference management covers two types of space management: meeting rooms and overnight residence hall rooms. In addition, USC Housing maintains approximately 8 hotel style rooms that are leased on a nightly basis for special events and visitors. These are not currently managed through the Odyssey application and there is no integration between the two applications. The Odyssey HMS application has some conference functionality that was added after USC's initial implementation; however, that functionality falls short of meeting current needs. Managing camps/conferences in

the same application would allow Housing to utilize a single facilities database and track all activities associated with a specific location.

The University implemented SunGard Higher Education Banner product as the campus Student Information System. File imports/exports are used to share data between Banner and Odyssey HMS. In addition, file exports are used to provide resident student information to the campus Post Office system.

Access to the current and any future software is through the campus portal (my.sc.edu) and requires authentication using University credentials.

Business Challenge

Objectives

The University seeks to implement a turnkey, fully operational integrated web-based housing assignment and conference management system to significantly enhance and maximize the efficiency of University Housing's operation and processes by December 2020. The primary objectives of this initiative are as follows:

1. Provide a self-service, real-time interface to manage all aspects of student housing.
 - a. The solution should be web-based and be user friendly for both students and staff.
 - b. The solution should be workflow oriented, employing multiple forms of notification to students, faculty, staff and guests.
 - c. The solution should allow for user-defined criteria for room choice and assignment, including the ability for students to search for and identify potential roommate matches.
 - d. The solution should provide the ability for students to attach documents to housing applications, specifically to support applications for Living and Learning Communities.
2. Significantly reduce the amount of manual intervention required to manage housing assignments and conferences.
 - a. Automate the application and assignment process, including waiting list management and roommate selection.
 - b. Automate the additional processes required to support multiple Living and Learning Communities.
 - c. Provide pre-defined and ad hoc reporting, including the ability to define reports to be run on a schedule without human intervention.
 - d. Provide a dashboard view that summarizes critical information required by USC upper management in an easy-to-access and easy-to-view format.
3. Integrate conference and event management into the same system.
 - a. The system must maintain a single room inventory of both meeting spaces and residence hall rooms (with the ability to assign by bed space).
 - b. Although traditionally only USC organizations have been allowed to sponsor conferences or camps on campus using the residence halls, USC would like to offer this capability to appropriate non-USC entities in the future.

Timeline

The goal of the project is to have the new housing assignment solution implemented in time to process applications for the 2020-2021 academic year. This goal implies a deadline of December 2019 for initial implementation.

Integration

Solution must seamlessly and fully integrate with Banner to make accepting and reflecting student fees and payments, meal plan management, student information systems including important information such as emergency contacts, grade and credit information, class standing, class schedules, and mailbox and mailbox combination. In addition, the implementation must seamlessly integrate with existing card access and meal plan systems using the CSGold application by CBORD. Card access integrations must be real time.

Technical Solution

- 1.0. USC is seeking to implement an integrated housing assignment and conference management system. USC will not consider any proposals that describe a future release. The solution offered must exist today, although specific

functionality in future releases can be mentioned. USC is open to a solution that is hosted by the offeror or an on-premise solution. The proposal should include a complete description of the solution, including responses to the questions and requests listed below in order to assist the evaluation team with reviewing your response

- 1.1. Please include a recommended project plan for implementation that meets with the University's timeline.
- 2.2. Please describe your process for integrating with:
 - 2.2.1. **SunGard Banner System** – the University's student information system which contains student data, including financials, and should communicate to the solution. Is the solution already integrated with SunGard Banner? Is the vendor a recognized Banner partner?
 - 2.2.2. **CBord** – access control including building and room access and meal plan management using the University-provided Carolina Card. Is the solution already integrated with CBORD's CSGold application? Is the offeror a recognized CBORD partner?
 - 2.2.3. **VisualZen** – student orientation scheduling system. Is the solution already integrated with VisualZen? Is the offeror a recognized VisualZen partner? VisualZen is the software used to manage student orientations. We currently import data from VisualZen into Odyssey but the process is manual and doesn't provide a lot of information.
 - 2.2.4. **Maxient** – Student Conduct and Case Management system. Is the solution already integrated with Maxient? Is the offeror a recognized Maxient partner? Describe how student judicial data could be viewed through the solution if an integration with Maxient is an option.
 - 2.2.5. **FAMIS** – Maintenance Request and Management system. Is the solution already integrated with FAMIS or another Work Maintenance system? Is the solution a recognized partner with the provider of a work maintenance system?
 - 2.2.6. **25Live** – Centralized Scheduling and Event Calendar software,
- 3.0. Please describe the solutions functionality with regards to **Set-up and Configuration** and specifically include responses to the following:
 - 3.1 Describe the difference between customizable and configurable as it applies to the proposed solution.
 - 3.2 Describe the extent to which a user can configure or customize screens, reports, and forms.
 - 3.3 Describe the process for modifying all fields and panel labels in both the administrative environment and end user environment. What are minimum and maximum field character sizes and types involved? Are any required fields?
 - 3.4 Describe the ability to add user-defined/custom fields. Describe any associated costs.
 - 3.5 Describe the ability to configure user-defined fields to restrict the format of data provided for a field, such as specifying the format of a telephone number.
 - 3.6 Describe the capability to track customizations made to the system.
 - 3.7 Describe how maps, videos, and other media of buildings/areas are incorporated into the end user experience.
 - 3.8 Describe how room setups are done and how they can be changed (gender, capacity, etc.) and how they are set up or modified between major terms (i.e. fall and spring semester) and minor terms (i.e. Maymester, Summer I or Summer II) or for specified periods between major or minor terms, such as for Winter Break.
 - 3.9 Can room configuration changes (gender, capacity, etc.) be made to multiple rooms at the same time, such as all of the rooms in a building, on one floor in the building, or selected rooms in a building based on

specified criteria? Can the changes be made for a specific period of time, so that, for example, the gender of a room could be changed for a period, then revert back to the original setting?

- 3.10 Describe how records of historical room configurations are maintained.
- 3.11 How many modules does the solution have and which of them are part of the basic package and how much are optional add on modules? Please describe all basic package modules and add on modules.
- 3.12 Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.
- 3.13 Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.
- 3.14 Describe how menus are used within the system and if menus are customizable and/or configurable. Define what customizable and configurable mean for your application.
- 3.15 Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for the University. Define what modifiable, customizable and configurable mean for your application.
- 3.16 Describe the tools and expertise which university technical staff would use to support, troubleshoot, configure or customize the application.
- 3.17 Describe workflow functionality included with application and provide a list of any function for which workflow is already built and delivered.
- 3.18 Describe other customizations available and associated cost, i.e., hourly and fixed fees.
- 3.19 Describe how configuration and customization will affect future releases of software.
- 3.20 Describe your approach to test and production environments including licensing requirements and any additional costs.
- 3.21 Describe the client manuals, “how to” documents, and help system(s) and how these can be modified.
- 3.22 Describe your relationship with the vendor(s) of any third party tools (i.e. reporting tools, application server and DBMS vendors, etc.) included in this proposal including licensing, costs, support for the product(s), and versions (e.g. full or modified).
- 3.23 Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.
- 3.24 Describe what “lookups” are available to students via the web:
 - 3.24.1 Room Assignment
 - 3.24.2 Roommates information
 - 3.24.3 Account balance and details
 - 3.24.4 Liability balance and details
 - 3.24.5 Receipts
 - 3.24.6 Invoices
 - 3.24.7 Application status and details
 - 3.24.8 Room Preferences
 - 3.24.9 Profile information (name, address, contact info, etc.)

4.0. Please describe the solutions functionality with regards to **Student Records, Accounts or Profiles** and specifically include responses to the following:

- 4.1 How many person types does the solution allow (Student, Student Staff, Faculty/Staff, Conference Guest, Visitor)? If multiple options are provided, is or can the default value be set at Student?

- 4.2 How are students/person types identified for the system (System ID #, Date of Application, University ID #, etc.)?
 - 4.3 Describe how to manually enter an account.
 - 4.4 Describe how to manually override an account.
 - 4.5 Describe how to search for a resident by name, University ID, application number, term (application period or housing / academic term or both), room, bed, suite, floor, community, building, associated staff member (e.g. Resident Mentor or Resident Director), etc.
 - 4.6 How flexible are the criteria for allocating spaces (gender specific, Living Learning, sport, classification)?
 - 4.7 Describe the ability to write a note in a student record that is not viewable to the student or student assigned guest user.
 - 4.8 Describe the ability to restrict access to notes to specific users or groups of users based on the type of note.
 - 4.9 Flags / holds – Does the solution provide the option to utilize flags or holds (e.g. financial, student conduct, exemption, administrative / contract removal, privacy / FERPA directory information hold with Registrar’s Office)? If so, describe what they are, how they are utilized, and how are they configured? Are these flags assigned for a specific time period with an automatic shut-off or sunset or must they be manually overridden or removed?
 - 4.10 Does the system transfer non-returning students to an “alumni” but traceable status? If so, describe this process in detail.
- 5.0. Please describe the solutions functionality with regards to **Contracts (University Housing License Agreements)** and specifically include responses to the following:
- 5.1 The University would prefer to manage housing contracts for undergraduate students on a semester or academic year basis, but conferences and camps typically lease space by the night or by a specific event and we can envision a time when some contracts might correspond with the fiscal year. Does the solution have the flexibility to define and manage the contract terms? If so, please describe how the University would configure contracts?
 - 5.2 Please describe the process and any flexibility for how the solution would differentiate between eligible students in the import from Banner (first year, transfer, returning, required to live on, etc.).
 - 5.3 Does the solution allow for multiple cancellations?
 - 5.4 Does the solution allow the re-activation of a cancelled contract/agreement?
 - 5.5 Does the solution allow students to acknowledge (or agree to) individual aspects of the contract? Describe the process for student to electronically sign the contract.
 - 5.6 Does the solution provide the capacity for contracts to be signed by someone other than the student, (e.g. a legal guardian) for students under the age of 18? Is this process mandatory for students based on the student’s age? Describe how this process works.
 - 5.7 What is the process for amending contracts? What if an adjustment must be made mid-year?
 - 5.8 How are fees determined? What is the flexibility in terms of defining fees, applying fees, and scheduling when payments are due?
 - 5.9 Describe the solution’s automated mail merge and printing capabilities (letters, labels, emails).
 - 5.10 Describe the solution’s ability to send emails from the application to a selected group of students based on configurable selection criteria.

- 6.0. Please describe the solutions functionality with regards to **Applications and Room Assignments** and specifically include responses to the following:
- 6.1. Describe the process for creating a new application. Can an existing application be copied and modified for a new term?
 - 6.2. Describe how students apply and modify an existing application online?
 - 6.3. What information is retained on the student application?
 - 6.4. What options are available for exporting/reporting on information provided in applications to be reviewed by staff who do not have access to system?
 - 6.5. How does the application process work for visiting faculty/guests who would like to reside on campus?
 - 6.6. Does the solution support applications for multiple terms?
 - 6.7. Does the student have the ability to attach documents to an application? If so, are there any restrictions on this functionality?
 - 6.8. Are there any restrictions on the number of characters that can be entered on any fields included on an application?
 - 6.9. How is the student's eligibility for housing determined?
 - 6.10. Describe the workflow for processing student applications and provide examples.
 - 6.11. Can assignments be made to a particular building, room, and bed?
 - 6.12. Describe how to manually edit an assignment?
 - 6.13. What criteria can be used for room choice and selection? Does the solution allow USC to define our own criteria?
 - 6.14. Does a student have the ability to make a self-assignment to a specific building, room, and bed?
 - 6.15. Describe the solution's use and/or potential use of floor plans for self-assignment.
 - 6.16. Does the student have the ability to view maps, photos and/or videos to assist in the self-assignment process? If so, describe the process for uploading and using maps, photos and/or videos in this process.
 - 6.17. Does the solution support various property types including residence hall rooms, suites, semi-suites, apartments, hotel rooms, apartment buildings, and free-standing houses?
 - 6.18. Will the solution allow the University to specify criteria for each property regarding the qualifications for residents; for example, some residence halls should be assigned only for freshmen, others only for sophomores, transfers, marine science majors, or honors students.
 - 6.19. Does the solution allow for automatic Check-in and Check-out features? Describe what options are available through both Check-in and Check-out functions.
 - 6.20. Describe the workflow involved in requesting and processing a room assignment change.
 - 6.21. Describe the solution's ability to send automated emails to specified individuals based on room assignment changes, cancellations, etc.
 - 6.22. Does the solution include a method for managing and archiving sex offender, or other criminal background information?

- 6.23. How are special needs such as ADA needs managed? Describe the solution's options for persons with disability to access their account (e.g. resident, guest, camper, staff accounts, etc.) including the application and other processes?
- 6.24. What flexibilities does the solution provide for break and extended stay assigning, tracking, and billing?
- 6.25. Will students be able to update contact information including emergency contact information outside of the application? If so, describe how this is done.
- 6.26. Describe the capability of assigning lottery numbers.
- 6.27. Describe both the manual and auto-assignment processes.
- 6.28. Describe the solutions ability and process for avoiding double booking a space.
- 6.29. Can the University allow mixed gender assignments for guests or conference attendees? Describe what configuration changes are required to allow mixed gender assignments for a space only for specific times of a year.
- 6.30. Describe the process for managing assignments for visiting faculty.
- 6.31. Describe the solution's ability to hold or freeze bed spaces. Can begin and end dates be defined for hold/freeze periods for a specific space?
- 7.0. Please describe the solutions functionality with regards to **Roommates, Suitemates, and Apartment-mates** and specifically include responses to the following:
 - 7.1. Describe the roommate request process.
 - 7.2. How are roommate eligibility requirements managed?
 - 7.3. Describe the roommate preference selection process including differentiating between roommate and suitemate (or apartment) preferences.
 - 7.4. Does the roommate selection process support the use of social media platforms? If so, please describe the available options and how this would work.
 - 7.5. Describe the process for developing the roommate preferences options within the application and to what degree this is configurable / customizable versus standardized within the solution. Can the University control what roommate information is shared? Can students control what information is shared with potential roommates?
 - 7.6. Describe the process for a student to change, or request to change, roommate preferences within the solution when using self-assignment, manual (administrative) assignment, and auto-assignment both before and after assignments have been made and published.
 - 7.7. Describe the communication options available to assigned roommates when room changes are requested and/or processed.
 - 7.8. Does the solution provide functionality to manage roommate agreements? If so, describe how this process works in detail.
- 8.0. Please describe the solutions functionality with regards to **Waiting Lists** and specifically include responses to the following:
 - 8.1. Does the solution provide the automation for managing a waiting list for student housing? If so, please describe the process.
- 9.0. Please describe the solutions functionality with regards to **Meal Plans** and specifically include responses to the following:

- 9.1. Does the solution allow the specification of a meal plan? Describe in detail what configuration/customization options are available for different meal plans based on student type, residence hall, and affiliation with a fraternity or sorority organization.
- 9.2. Can a student modify their meal plan during the contract year? Describe the process for doing so.
- 9.3. Can the solution require a meal plan by evaluating eligibility or requirement characteristics? Can a default meal plan be assigned?
- 10.0. Please describe the solutions functionality with regards to **Mailboxes** and specifically include responses to the following:
 - 10.1. Does the solution include the ability to assign mailbox numbers to resident students?
 - 10.2. If mailbox assignments are managed by another department, describe how this information can be integrated with/viewed within the solution?
- 11.0. Please describe the solutions functionality with regards to **Building/Room Access** and specifically include responses to the following:
 - 11.1. Does the solution allow electronic key card entry for the property, building, apartment/suite, and bed?
 - 11.2. How can the University implement a mix of electronic key card data and physical key data in inventory and tracking within the solution?
 - 11.3. What would be the implementation steps required to integrate the Carolina Card as the electronic access method?
 - 11.4. Describe how access to multiple locations is managed through the system, specifically, in the case of a room change, granting access to the student's original assigned space as well as the new assigned space for a set period of time (e.g., 48 hours from time of assignment change).
 - 11.5. Describe how the solution provides for key tracking. Are there automated processes available for generating maintenance work requests for lock changes due to lost keys?
- 12.0. Please describe the solutions functionality with regards to **Financials** and specifically include responses to the following:
 - 12.1. How many transaction types does the system allow? Is there a limit? How do we add charges to the account within the housing solution? How are these charges communicated from housing software solution to Banner? How / where do we list GL account information to ensure that specific charges go to the correct accounts? Is there a limit on the number of GL accounts that can be setup in the system?
 - 12.1.1. Transaction Types (Credit or Debit)
 - 12.1.2. Transaction Codes
 - 12.1.3. Sub Codes / Secondary Transaction Codes
 - 12.1.4. Transaction Amount – Individual items or lump sum?
 - 12.1.5. Transaction Date
 - 12.1.6. Posting Date
 - 12.1.7. ID of who posted
 - 12.1.8. Transaction term
 - 12.2. How many billing types does the system allow (nightly, weekly, bi-weekly, monthly, yearly or for a set period / term)?
 - 12.3. Does the solution allow for splitting of damage charges? Can damage charges be split based on a percentage? Group / batch billing? Describe the process for applying damage or other additional fees not specifically related to rent.

- 12.4. Describe how custom defined fees and rates are configured. The University plans to define rates and additional fees based on occupancy, property, calendar dates, available amenities, period of lease, meal plans, and other user defined categories.
- 12.5. Can a housing assignment automatically generate charges based on rent plus additional fees associated with a specific building? Can these charges be defined based on a specific time period as well?
- 12.6. Does the solution provide a Rate Calculator option? Can contract/lease fees be pro-rated based on changes to assignments? Are pro-rated fees added to a student account automatically? Can these be managed manually as well?
- 12.7. Will the solution calculate additional fees due to early arrival or late check-out? Is this configurable? Can these fees be automatically calculated and added to a student account?
- 12.8. What variety of payment types can be managed? Please note that the University cannot be responsible for online records of credit card numbers. The solution must be PCI compliant.
- 12.9. What is the University's flexibility for defining and managing usage/forfeiture schedules?
- 12.10. Current University policy requires that students applying for housing submit a \$50 non-refundable application fee and a \$100 advance room payment (ARP). The ARP may or may not be refunded based on when and why a student cancels their application for Housing. If the student does choose to live on campus, the ARP is applied as a credit to the rent due for the semester for the term the student applied. Describe how this solution would manage this process and process the ARP credit.
- 12.11. How would the solution handle a true security deposit, a payment received that is refundable when a student leaves a space? This could potentially be multiple years/terms later if, for example, a student lived in campus housing for multiple years.
- 12.12. What are the options for implementing Break stay charges, etc.? Term or dates related? Application Period related?
- 12.13. Can the solution allow the University the flexibility of waiving and/or deferring all charges or a specific fee, such as the application fee, deposit, or damage charge?
- 12.14. Describe the solution's ability to import and export billing information to and from Banner? What are the flexibilities with this process (rates, damage fees, prepayments, real time updates, ensuring all charges are posted to the student ledger, etc.)?
- 12.15. Does the solution allow for Invoice and/or Statement billing methods?
- 12.16. Does the solution allow for itemized billing for residents, conference groups, departments?
- 12.17. Does the solution allow for automatic reversal of facility transactions? Describe when that would occur and how that is configured.
- 12.18. Describe the ability to provide method(s) of electronic payment to the University. The University is currently under contract with Touchnet. All credit card payments are processed through this provider. Any solution must be able to receive payments through Touchnet and post payment information to student accounts in the software.
- 12.19. Describe the level of integration required to accommodate your payment process. If applicable, separate your response into 'batch' integration methods and real-time integration, describing what data would be passed and what method is utilized. If integration to your process is 'batch', indicate any ability to inquire on payments before they are remitted to the University.
- 12.20. Provide a list of all colleges and universities currently using electronic payment services.
- 12.21. Describe the timing of the University's receipt of the approved payment transaction for posting to the Subsidiary System.

- 12.22. Describe what the customer would see on their Credit Card Billing after making a payment through your system.
- 12.23. Describe customer payment acknowledgement.
- 12.24. Describe the process if a credit card payment is declined. Indicate how the customer is informed and any information received by the University from this transaction.
- 12.25. Indicate the credit cards that may be accepted by your system (AmEx, Visa, MasterCard, Diners Club, Novus, etc.) Indicate your ability for the University to restrict this list to only certain cards.
- 12.26. Describe how a refund would be issued to the credit card using your system. Indicate any fees (or reduction in fees) that would result from the refund.
- 12.27. Describe any available electronic check and/or Interactive Voice Response functionality.
- 12.28. Describe, how, if at all, credit card information is stored locally by your system.
- 12.29. Describe how credit card fees are applied and processed.
- 13.0. Please describe the solutions functionality with regards to **Room Inventory and Condition** and specifically include responses to the following:
 - 13.1. How is the room inventory managed for student room assignments, conferences, camps, and special events?
 - 13.2. What amenities or attributes can be configured per room, apartment, house, or residence hall?
 - 13.3. How would the solution integrate with a maintenance work order system (e.g. FAMIS)? Do you have other customers who are currently doing this?
 - 13.4. Does the solution have an option for students and staff to report damages and submit maintenance requests? If so, describe in detail the functionality provided and indicate whether this requires additional software.
 - 13.5. Does the solution provide a process for Room Condition Reports? If so, describe in detail how this process works.
 - 13.6. Is there a capability to take buildings, rooms, or groups of rooms offline for a given period of time for repairs?
 - 13.7. Please explain how the room inventory and condition function is structured. Does it allow graduated levels of access for multiple levels of administrative staff to administer different types of inventory or updates?
 - 13.8. Will the solution allow us to put amenity or feature tags or room furniture inventory per room?
 - 13.9. Describe the process for documenting Special Room Features such as ...
 - 13.9.1. ADA features (strobe, bed shaker, Roll-In-Shower)
 - 13.9.2. Ceiling fans
 - 13.9.3. Ice maker
 - 13.9.4. Direction windows face (North/South/East/West)
 - 13.9.5. Appliances
 - 13.9.6. Closet size
 - 13.9.7. Electrical outlets
 - 13.9.8. Wi-Fi vs. Wired
 - 13.9.9. CATV jack and location
 - 13.9.10. Ethernet / CAT6 internet port location
 - 13.9.11. Wireless access point and location
 - 13.9.12. Thermostat
 - 13.9.13. Balconies
 - 13.9.14. Elevator vs. Stairs
 - 13.9.15. Floor
 - 13.9.16. Distance from food, academic, athletic

- 13.9.17. Latch guard
- 13.9.18. Private bathroom
- 13.9.19. Bed size

13.10. Can room inventory data be updated, edited, or removed in a batch or group edit function or only updated by individual spaces or items? If groups or batches are allowed, describe this process.

13.11. Can the solution show room availability on selected dates or date ranges?

14.0. Please describe the solutions functionality with regards to **Conference and Event Management** and specifically include responses to the following:

14.2 Describe the process for requesting an event, including how space can be blocked. Is workflow implemented for event management approval?

14.3 Can the solution create bulk reservations?

14.4 Can the solution import a list of attendees into the system for a specific conference/event?

14.5 Can the solution assign conferees according to various preferences (doubles, singles, group, wing, floor, building, etc.)?

14.6 Describe the solutions process for releasing unused rooms due to reduced conferee numbers.

14.7 Describe the solutions process for managing meals related to a conference or event. How are meals defined? How is this information communicated via an export and/or report to Dining?

14.8 Can the solution create future reservations using the same details from a current or prior reservation?

14.9 Can the solution support online descriptions and tours of the rooms, including capacity and cost information?

14.10 Can the University's events staff make changes to event requests, if needed?

14.11 Will organizations requesting events be able to select room setups online?

14.12 Can other event services be integrated, such as parking or catering?

14.13 What flexibility does the University have in defining the list of charges for events? Can the University provide discounts to University affiliates?

14.14 Does the invoice process allow a single invoice to the requesting organization, or invoicing per a particular participant group?

14.15 Can billing for events to University accounts be automated?

14.16 Does the solution project or track the profitability of an event?

14.17 Does the solution support grouping attendees by hall, by floor, or by user defined criteria and managing invoices by groups?

14.18 Does the solution encompass conference registration and check-in for camps or conferences? If so, please provide an overview of the process.

14.19 Can the solution generate comprehensive invoices for individuals (e.g. camper), subgroups (e.g. basketball camp team or church group), or conference groups (e.g. an entire basketball team or church conference)?

14.20 Can the solution be managed outside of the academic year terms?

14.21 Describe what reports are provided specifically related to Conference and Event management, including the following:

- 14.21.1 Conference/Event Overview
 - 14.21.2 Billing
 - 14.21.3 Dining
 - 14.21.4 Housekeeping
 - 14.21.5 Participant Reports
- 14.22 Can the solution provide the following Conference Web “Lookups”:
- 14.22.1 Quotes - details and summary information
 - 14.22.2 Room Booking information
 - 14.22.3 Account balance and details
 - 14.22.4 Liability balance and details
 - 14.22.5 Liability balance and details
 - 14.22.6 Receipts
 - 14.22.7 Invoices
- 14.23 Can the solution provide the following Conference Web “Interactive” options:
- 14.23.1 Assign Delegate rooms
 - 14.23.2 Delegate Room changes
- 15.0. Please describe the solutions functionality with regards to **Reporting** and specifically include responses to the following:
- 15.1. Describe what standard, or canned, reporting is available and what ad hoc queries can be supported? Provide a list of all canned reports and a short description of each, including selection criteria/filters available for each report.
 - 15.2. Describe the process for developing new reports and the process for modifying canned reports.
 - 15.3. Will reports display in a variety of file formats (e.g. csv, pdf, rtf, html, Microsoft Word, Excel, and other standard formats, etc.)?
 - 15.4. Can the system provide occupancy reports for any specified range sorted by room or by person? Can the system provide graphical occupancy rates by day, week, term? Does the system provide a No Show Report? A Vacancy Report?
 - 15.5. Can the system provide reports on historical data?
16. Please describe the solutions functionality with regards to Technology and Application Security and specifically include responses to the following:
- 16.1. What is the interface for the end-user; is the solution web-based or is there a client that is installed on the end user’s workstations? Please describe.
 - 16.2. Is there a mobile app available to support student’s access to their information?
 - 16.3. Is there a mobile app available to support conferences & events?
 - 16.4. What types of communications to students and staff are provided (e.g. email, form letters, direct messages to student screen, SMS, etc. If email, please explain.)? Are these communications archived and searchable by student, room, date, subject and message? Can messages be formatted as html or include attachments?
 - 16.5. Can the solution provide automated e-alerts to student and staff when changes occur in assignments or applications? Provide examples and the process for defining automated email notifications? Is additional software required?
 - 16.6. Does the solution provide the means for students to schedule appointments with Housing staff? Can students request specific move-in dates/times via the solution? Describe how this process works in detail and whether or not this requires additional software.

- 16.7. Describe how resident University ID cards can be utilized for an electronic check-in and check-out process. Can the system allow students to identify themselves via the Carolina Card swipe?
- 16.8. Can the system import historical data from the current Odyssey HMS system? Describe in detail that process and any associated charges related to that process.
- 16.9. Does the system support archival of data? If so, for how long? Is archival a requirement?
- 16.10. Does the system support archival of data on an annual basis? Can this be restricted to some data, but not all?
- 16.11. Describe the import and export of data.
 - 16.11.1. Housing Applicants/New Students, Data & Photo.
 - 16.11.2. Returning Students, Data & Photo.
 - 16.11.3. Housing Charges (Housing fees, pre-payments, housing costs, damage billing, etc.)
 - 16.11.4. Housing Assignments.
 - 16.11.5. What happens to import/export records if fields are left blank (does it skip the record, does the import/export fail?)
 - 16.11.6. How does the solution handle translations?
- 16.12. Describe the process for setting up new imports/exports? Can this be done by the University or is this required to be done by the vendor?
- 16.13. Does the import/export process support “special characters” in student names?
- 16.14. Does the solution support “direct” connections to third-party databases for updating information without the use of import/export files? If so, describe the available options.
- 16.15. Describe the process for setting up user-defined fields. Are these configurable? How many are allowed? Are user-defined fields limited by pre-formatting or is formatting open or able to be defined by the University? Are user-defined fields able to be configured as text, numeric or date fields? For text type user-defined fields, is there a limit on the number of characters than can be entered?
- 16.16. Does the system provide the capability of logging interactions with a student, including the record of conversations between staff and student?
- 16.17. Describe how documents such as the housing contract can be uploaded to the system and associated with student records. Describe security options for restricting access to specific types of attachments. Is there a size limit for documents that can be uploaded?
- 16.18. Does the solution have the ability to upload/attach multiple documents at the same time, i.e., a “mass upload? Is there a limit to the number of documents that can be uploaded at the same time or a limit of the total size of documents that can be uploaded at the same time?
- 16.19. Can high-resolution images, such as floor plans or photos, be uploaded to the system? Is there a limit to the size of images that can be uploaded?
- 16.20. Does the solution provide the capability of managing the student employment process? If so, describe the functionality provided in detail and whether additional software is required.
- 16.21. Describe the steps involved in creating user accounts, creating and editing group permissions, and deactivating, deleting, or archiving user accounts?
- 16.22. Are user-defined fields able to be configured specific to user accounts, such as to track whether the user has completed mandatory training for access to the system?
- 16.23. Describe the provided levels of user permission or access. Is there a maximum numbers of total users or licenses for the solution or maximum numbers of users in any individual user group or access level? Can

custom user groups or access levels with unlimited numbers of users be created by the University? Is there a “copy” function that allows a set of permissions associated with a canned or custom user group to be copied and applied to a new user group?

- 16.24. Describe the administrative roles supported and how access is managed for each role – for example, housing administrator, housing staff, student, conference attendee, parent, etc.?
 - 16.25. Describe the application security features in detail – for date, for each module, and for the system.
 - 16.26. Describe all row-level security options as well as any available field-level security or encryption.
 - 16.27. Does the solution provide parental or guest access?
 - 16.28. Can the solution provide other University departments view-only access to specific data and can what is viewed be different by department?
 - 16.29. Does the solution allow for a Guest log-in?
 - 16.30. How many users can be associated with the license, or purchase, of this solution? Are separate licenses required for the test and live environments or does purchase of this solution grant user access to both environments throughout the length of the contract?
 - 16.31. Are there are limited number of users who can access the solution at a given time?
 - 16.32. Describe the mobile application and mobile and tablet device platforms capabilities of the solution.
 - 16.33. What browsers can or cannot be used with this solution?
 - 16.34. Describe the solutions ability to accept and store pdf and other document formats to student records.
 - 16.35. How configurable are the System Error Messages and Validation Error Messages?
 - 16.36. Describe the availability of your live technical support and is that person assigned to our account or a member of a technical support team managing multiple accounts? Also, describe on-going or refresher training, help, and troubleshooting documentation and its availability?
 - 16.37. Describe the available manuals or other forms of documentation available for the system?
 - 16.38. Describe the required and recommended server set-ups.
 - 16.39. Describe the conversion and migration plans.
 - 16.40. Describe how the University’s e-mail system would be incorporated with your system’s operation.
 - 16.41. Describe the data back-up processes.
 - 16.42. Back end table / field / view set-up between offeror’s solution and Banner and the University, with special emphasis on understanding which programming languages are utilized by the solution.
- 17.0. Please describe the solutions functionality with regards to **Technical** and specifically include responses to the following:
- 17.1. Provide a detailed diagram of the typical architecture/technical environment required for system. List all protocols and ports used for communications and indicate which components are clients and which are servers and whether the communications are fully, partially, or not all encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third party dependent integration points and data paths including any web content included from or sent to outside parties.
 - 17.2. Describe the toolset from which your application is derived.

- 17.3. Describe hardware and software requirements for proposed system(s) along with any sizing assumptions made to arrive at those requirements.
- 17.4. Describe supported server hardware platforms. Describe support for the following operating systems: UNIX, Linux, and Windows.
- 17.5. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.
- 17.6. Describe how scalability is accomplished as the criticality of the system(s) and number of users increases.
- 17.7. Describe the system capabilities and options for the backup and restoration of the database.
- 17.8. Describe the average client response time for all the various functions of the proposed system.
- 17.9. Describe services not available during scheduled backups.
- 17.10. Describe the staffing required by the University to support the system including performing backups, installing new releases, creating reports, etc.
- 17.11. Describe any standard and proprietary API's, integration / connection resources, and development languages and tools that extend your toolset.
- 17.12. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.
- 17.13. Describe any aspects of your application that do not support Apple operating systems, specifically for the end user. Describe any changes to default browser or client security settings. Describe any functionality loss, installation problems, upgrade problems, or other difficulties if client applications are run using a regular user account.
- 17.14. Describe requirements for application servers. Describe specific platform recommendations or requirements for certified configuration (e.g. Oracle Application Server, WebLogic, and Apache Tomcat) include either specific application server version or required J2EE version.
- 17.15. Describe support for web servers (i.e. Apache, Weblogic and WebSphere).
- 17.16. Describe the supported database platforms and include any information on additional features required of the DBMS needed to support the functionality of your system as proposed.
- 17.17. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.
- 17.18. Describe support for real-time access to data through some other method (e.g. on-the-fly access to database through ODBC, ADO, JDBC, LDAP, SAML 2.0, etc. allowing dynamic web content and applications).
- 17.19. Describe support for integration with the University's existing systems listed in the background statement including pricing, availability of API's, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.
- 17.20. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.
- 17.21. Describe the ability for your product to create consumable web standards based content (such as RSS feeds, heard, ical, and other microformat specifications) and the ability to pull XML based content from your system and any API's supporting the delivery of such data/content.
- 17.22. Describe storage including file formats.

- 17.23. Describe technical reporting capabilities. Include the handling of application, operational, content, access, and storage metrics and the method for obtaining them (e.g. command line tools, SNMP, and GUI.)
- 18.0. Please describe the solutions functionality with regards to **Security** and specifically include responses to the following:
- 18.1. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services.
 - 18.2. Describe use of LDAP(S) for authentication and/or authorization. List the LDAP(S) servers integrated with product(s). Describe integration and support with LDAP(S) user database for authentication (Netware 6.5/eDir 8.8/Active Directory/OID) and authorization using attributes/group memberships. Describe handling access to licensed content where access must be restricted. The system must be able to authenticate using the SAML 2.0 method if solution is hosted.
 - 18.3. Describe handling of matching on attributes for authentication and authorization.
 - 18.4. Describe the method(s) and granularity of authorization of access to data and services (e.g. individual local accounts, Unix groups, LDAP groups, Active Directory accounts)
 - 18.5. Describe how and where any sensitive data, including authentication information, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.
 - 18.6. Describe auditing and logging capabilities and data. Include the information recorded with each event. For example:
 - 18.6.1. Successful and failed authentication or bind
 - 18.6.2. Successful and failed access authorization
 - 18.6.3. Successful and failed policy change
 - 18.7. Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability? Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.
 - 18.8. Describe enterprise audit capabilities.
 - 18.9. Describe options for administrative users to view audit trail related to any given account or task.
 - 18.10. List the events and logs that can be sent to an external syslog server.
 - 18.11. List the events and logs that cannot be sent to a syslog server.
 - 18.12. Provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS and PADSS requirements if applicable.
- 19.0. Please describe the solutions functionality with regards to **Hosted Applications** and specifically include responses to the following:
- 19.1. The University occasionally explores opportunities for choosing hosted solutions external to the University. If hosting is an option for this project, please complete the following section. If hosting is not an option, please indicate that.
 - 19.2. Describe how applications are secured inside your firewall.
 - 19.3. Describe your approach to applications and how they're hosted on servers. (Will the University's application(s) reside on dedicated servers?) Describe the different levels of security for different application layers.
 - 19.4. Describe the network layer security you provide.
 - 19.5. Describe your methodology for handling patches and software updates.

- 19.6. Describe your approach to screening employees and the level of experience preferred.
 - 19.7. Describe how you track attacks. Describe your approach to informing the University about attacks.
 - 19.8. Describe the audit and security infrastructure testing process you utilize and the frequency of those audits/tests.
 - 19.9. Describe your approach to security reviews during each phase of the software development lifecycle.
 - 19.10. Describe your vulnerability response process and patch release strategy.
 - 19.11. Describe how you monitor attack trends in the underground community and consider how those trends affect your software.
 - 19.12. Describe your data center security. Describe what measures are in place to prevent employees from viewing data they are not authorized to see or outsiders from hacking into the system.
 - 19.13. Describe your approach to data ownership for customer data that resides in your data center.
 - 19.14. Describe rights around moving and copying data as well as services you offer to support this type of effort. Describe any exit strategies you offer.
 - 19.15. Describe your approach to backups and disaster recovery.
20. Please describe the solutions functionality with regards to **Maintenance and Support** and specifically include responses to the following:
- 20.1. Describe the procedures for obtaining services for all types of maintenance (e.g., installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.)
 - 20.2. Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.
 - 20.3. Describe the procedures followed in distribution of information to the University pertinent to system problems encountered at other locations along with the solutions to those problems, when such information is relevant to the University's software.
 - 20.4. Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (e.g. Windows, Linux, Java, Oracle, MS Office, Web server). Timely is defined as no later than 30 days from time of vendor release.
 - 20.5. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.
 - 20.6. Describe all responsibilities of both the contractor and the University in the isolation and diagnosis of system failures.
 - 20.7. Describe your "escalation" procedure.
 - 20.8. Can you provide a non-technical Installation & Operations/Users Manuals with graphical step by step approaches? Detailed user manuals for more complex areas of the system?

21. Please describe the solutions functionality with regards to **Services** and specifically include responses to the following:
 - 21.1. Describe your training options and include a catalog of training offerings and their associated costs. Response should include differentiation between technical staff and end-user training.
 - 21.2. Describe user discussion groups and how they function.
 - 21.3. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Services that could be included are:
 - 21.3.1. Implementation
 - 21.3.2. Development
 - 21.3.3. Project Management
 - 21.3.4. Architecture and Design
 - 21.3.5. Capacity Planning
 - 21.3.6. Installation and Configuration
 - 21.3.7. Performance and Scalability
 - 21.3.8. Conversion

22. Please describe the solutions functionality with regards to Residence Life / Student Success Features and specifically include responses to the following:
 - 22.1. Program Tracking
 - 22.1.1. Does the solution provide functionality to track student attendance at specific events?
 - 22.1.2. Does the solution provide functionality to manage staff interactions with students in a reportable format, i.e., to allow staff to report on interactions that have taken place, ones that have not been done?
 - 22.2. Duty log
 - 22.3. Crisis protocol reporting and check lists
 - 22.4. Student staff selection process: application, on-boarding/training
 - 22.4.1. Does the solution provide functionality to manage the student hiring process from application to selection?
 - 22.4.2. Does the solution provide functionality to manage staff schedules (similar to an application called “When I Work”)?

23. Please describe the solutions functionality with regards to Privacy and specifically include responses to the following:
 - 23.1. Provide your privacy statement.
 - 23.2. Provide your privacy statement.
 - 23.3. Identify the type/specific information being collected (User Data – Anonymous or Personally Identifiable).
 - 23.4. Specify who collects the information.
 - 23.5. Specify why the information is collected.
 - 23.6. Describe how the information is collected (explicitly, via Cookies, via Web Bugs, etc...).
 - 23.7. Describe how the information is used.
 - 23.8. Specify how long the information is retained.
 - 23.9. Describe how the information is stored and kept.
 - 23.10. Describe how the information is secured.

- 23.11. Specify the transaction information collected/maintained
- 23.12. Specify whether you share the information with another party. If information is shared with another party, then respond to Items **23.12.1 through 23.12.9** below relative to this information.
- 23.12.1. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).
 - 23.12.2. Identify the type/specific.
 - 23.12.3. Specify who collects the information.
 - 23.12.4. Specify why the information is collected.
 - 23.12.5. Describe how the information is *collected* (*explicitly, via Cookies, via Web Bugs, etc...*).
 - 23.12.6. Describe how the information is used.
 - 23.12.7. Specify how long the information is retained.
 - 23.12.8. Describe how the information is stored and kept.
 - 23.12.9. Describe how the information is secured.
- 23.13. Specify whether you collect information on the University or any party related to the University from third parties. Respond to Items **23.13.1 through 23.13.10** below relative to this information.
- 23.13.1. Identify the type/specific information being collected (User Data – Anonymous or Personally Identifiable).
 - 23.13.2. Specify who collects the information.
 - 23.13.3. Specify why the information is collected.
 - 23.13.4. Describe how the information is collected (explicitly, via Cookies, via Web Bugs, etc...).
 - 23.13.5. Describe how the information is used.
 - 23.13.6. Specify how long the information is retained.
 - 23.13.7. Describe how the information is stored and kept.
 - 23.13.8. Describe how the information is secured.
 - 23.13.9. Specify whether you share the information with another party.
 - 23.13.10. Describe how the system adheres to security standards and policies.

Business Proposal

1. Total Cost of Ownership - The proposal should include the expected costs of the solution implementation, annual maintenance and the cost of scoping or assessing the integration of the applications above. Provide a detailed accounting.
 - a. Please include your pricing structure if it is tiered based on functionality, number of users, number of properties, number of beds, etc.
 - b. Please quote your per hour rates for work that would be required to implement the integration with associated applications such as Banner, CBORD, VisualZen, Maxient, FAMIS and 25Live. If different skillsets require different rates, please include all that apply.
 - c. Please include detailed breakdown for professional services to be provided to support implementation schedule.
 - d. Please include the hardware configuration required and indicate whether hardware is separately purchased or bundled with your solution.
 - e. Please provide a detail explanation of proposed maintenance and support plan for Years 1-5.
2. Risk analysis – identify the internal and external factors that could significantly impact the probability of success of the project.
3. Risk mitigation – identify any actions that could be taken to mitigate the identified risks.
4. Risk sharing – identify any opportunities for mutually beneficial risk sharing.

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.

TECHNICAL SUPPORT – INCLUDED (JAN 2006)

Upon request, contractor shall provide technical assistance or service. Such service shall be available within hours following request.

TRAINING (JAN 2006)

Upon request, contractor shall demonstrate equipment within days after delivery.

IV. INFORMATION FOR OFFERORS TO SUBMIT

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:

Cover Letter

Offerors shall provide a cover letter that contains a commitment to provide the product/services described in this solicitation. The cover letter must include the name and signature of a representative of the Offeror who is authorized to negotiate a contract with the University and should summarize the overall benefits to selecting your company and what your company considers to be the most important factors involved in the development of a successful marketing and branding strategy.

Technical Proposal

The offeror must cross reference its technical proposal with each requirement listed in Section III, Scope of Work/Specifications of this RFP. In addition, the offeror must provide a point-by-point response to each of the requirements in Section III Scope of Work/Specifications. Offerors must state they understand each requirement and agree to provide the requirement.

Qualifications

The offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of the subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

- A. Include a brief history of the offeror's experience in providing work of similar size and scope.
 1. With regard to size, the offeror should detail their experience with university's having similar bed inventory capacities and facilities profiles; and
 2. With regard to scope, the offeror should detail their experience with implementing and maintaining an integrated solution capable of managing student housing and conference and event management
 3. Include a summary of the offeror's experience integrating with the following:
 - a. Banner by SunGard – the University's student information system including photos
 - b. CBord – Access control including building and room access and meal plan management using the university provided Carolina Card
 - c. Maxient – student conduct and case management system
 - d. FAMIS – maintenance request and inventory system
 - e. 25Live – centralized scheduling and event calendar software
- B. Provide your most current financial statement, financial statements for the last two fiscal years, and information reflecting your current financial position. If you have audited financial states meeting these requirements you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]
- C. A detailed (please include information regarding university enrollment, housing inventory capacity, and student information system) narrative statement listing the three most recent comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
- D. A list of every business for which offeror has performed, at any time during the past three years, services substantially similar to those sought with this solicitation. Err on the size of inclusion.
- E. List of failed projects, suspensions, debarments, and significant litigation.

- F. Provide a minimum of three (3) references of similar size and scope as described in this solicitation. Provide current contact name, address, telephone number, email address, company name and a brief summary of services provided. The University reserves the right to contact the references and document their response for evaluation. At a minimum include for each reference the following:
- G. Offeror must submit the qualifications and experience of offeror’s personnel working on this project including the names, resumes, and areas of responsibility during the project.

Price Proposal

A thorough and detailed presentation of all costs and risks to be incurred by the University during the implementation and useful life of the proposed solution, including the university’s total cost of ownership, proposed implementation schedule time requirements, proposed professional services and the offeror’s ability to provide training and support. The pricing identified on the bidding schedule and submitted online will be for “software application”; annual maintenance for up to a total of five years; services to include, but not limited to, installation, implementation, and training. The total price for these items will be used to evaluate the business proposal.

Do not include Pricing in Technical Proposal. These should be submitted as two separate documents (One sealed envelope for Technical Proposal and one sealed envelope for Price Proposal) as hardcopies. For digital format, the documents should be submitted on two separate flash drives (one labeled Technical Proposal and one labeled Price Proposal)

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL

You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

MINORITY PARTICIPATION (DEC 2015)

- 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? _____
- 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? _____
- 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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015)

[ASK QUESTIONS NOW: If you have a properly qualified third-party report or certification you believe we should accept in lieu of those identified in item (b), submit a question identifying same pursuant to the clause titled Questions from Offerors.]

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

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.

V. QUALIFICATIONS

QUALIFICATIONS 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."

In order to evaluate your responsibility and viability, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of the subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

- A. Include a brief history of the offeror's experience in providing work of similar size and scope.
 1. With regard to size, the offeror should detail their experience with university's having similar bed inventory capacities and facilities profiles; and
 2. With regard to scope, the offeror should detail their experience with implementing and maintaining an integrated solution capable of managing student housing and conference and event management
 3. Include a summary of the offeror's experience integrating with the following:
 - a. Banner by SunGard – the University's student information system including photos
 - b. CBord – Access control including building and room access and meal plan management using the university provided Carolina Card
 - c. Maxient – student conduct and case management system
 - d. FAMIS – maintenance request and inventory system
 - e. 25Live – centralized scheduling and event calendar software
- B. Provide your most current financial statement, financial statements for the last two fiscal years, and information reflecting your current financial position. If you have audited financial states meeting these requirements you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]
- C. A detailed (please include information regarding university enrollment, housing inventory capacity, and student information system) narrative statement listing the three most recent comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
- D. A list of every business for which offeror has performed, at any time during the past three years, services substantially similar to those sought with this solicitation. Err on the size of inclusion.
- E. List of failed projects, suspensions, debarments, and significant litigation.
- F. Provide a minimum of three references for a similar size and scope as described in this solicitation. Please provide current contact name, email address, phone number, client name and a brief summary of services provided. The University reserves the right to contact the three references and document their response for evaluation.
- G. Offeror must submit the qualifications and experience of offeror's personnel working on this project including the names, resumes, and areas of responsibility during the project.

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.

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.

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

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.

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. Detailed Explanation of Proposed System/Solution (The completeness and suitability of offering company's proposed system to meet or exceed the University's needs stated in the RFP.)
2. Company Experience (Qualifications and experience of company in successful implementation of proposed solution and completing projects of similar size and scope)
3. Price Proposal

Based on the evaluation of the above criteria in Phase I, the University will request on site demonstrations from all responsive offeror's scoring eighty-five percent (85%) or more of the total points available from the first phase evaluation. The qualifying responsive offeror's demonstrations will enhance the evaluation committee members' understanding of the offeror's proposals. The demonstrations will be evaluated on a pass or fail basis. Upon completion of the demonstration, each Offeror will be evaluated on the following criteria.

1. On-Site Demonstration

The demonstration is intended to allow the Offeror an opportunity to demonstrate the key functionality and ease of use of the proposed solution to the End User. In addition to demonstrating all functions as required in section three of this RFP, USC will, prior to the demonstration, provide the Offerors written sample scenarios or cases to include in the demonstration. Demonstrations shall not exceed seven hours including a question and answer period. Demonstrations should include the personnel who would be assigned to work on this project and at least one representative of the offeror's implementation team must be on the campus of the University of South Carolina in Columbia, South Carolina, at a specific date and time determined. Each Offeror invited to demonstrate will be required to furnish all equipment, items, and services they need to present their demonstration. The University will provide only power and internet access.

The activities of the offeror should be limited to a demonstration of the system described in the offeror's written proposal. The evaluators may ask questions pertaining to the offerors demonstration. The offerors answers are restricted to statements of fact. Offerors will not be allowed to introduce new information. Negotiation is not permitted in this stage of the procurement process and an offeror may not change its proposal. The offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the university. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful

understanding of the offerors proposed system. The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of information that was provided in the offerors written proposal. Therefore, the offeror may neither ask questions nor receive preliminary assessments from the members of the panel.

Qualifying responsive offerors' scores from the second phase evaluation will be added to their scores from the first phase evaluation to get each qualifying responsive offeror's total evaluation scores from the evaluation process and to determine the highest ranked offeror from the evaluation process.

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.

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.

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.

CONTRACT DOCUMENTS and 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

VII. TERMS AND CONDITIONS -- B. SPECIAL

HIPAA LAW

The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT

The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information.

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.

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

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.

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.

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.

Insurance Requirements: Successful bidder (contractor) 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.

CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015)

[ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any offeror having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.]

(a) Without limiting any other 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, a policy or policies of insurance against claims 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, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;

(ii) privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;

(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and

(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.

(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(e) Coverage shall have limits no less than five million (\$5,000,000.00) dollars per occurrence and ten million (\$10,000,000.00) dollars aggregate.

(f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.

(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

(i) For any claims related to this contract, the insurance coverage required by this clause 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.

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer 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 policy declarations and any endorsements required by this section, at any time.

(k) 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 clause are or will be changed, cancelled, or replaced.

(l) 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 as is required by this clause. 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.

(m) 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.

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

DEFAULT (JAN 2006)

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

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

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

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

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

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

outstanding liens or claims of former lien holders.

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

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

ILLEGAL IMMIGRATION (NOV 2008)

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

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.

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 contractor's 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 Indemnitee's 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.

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.

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.

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.

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 use. 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.

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.

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 shall 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) Protecting information on public computers or Web sites: 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) Transmitting electronic information. 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) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. 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) Sanitization. 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.

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.

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

MATERIAL AND WORKMANSHIP (JAN 2006)

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

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

OWNERSHIP OF DATA & MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State.

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior

to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (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), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

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.

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

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

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any

inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver.

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.

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 1 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.

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 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.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you **shall submit the following price information as a separate document:**

Offeror's price based on the proposed solution for the maximum 5 year term contract for the proposed solution of Integrated Student Housing, Conference and Event Management System in accordance with all of the requirements stated in the solicitation. The price needs to be inclusive of all fees associated with the proposed solution.

"NOT TO EXCEED" 5 Year Term Contract Price \$ _____

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST

The following documents are attached to this solicitation:

1. IMPORTANT TAX NOTICE - NONRESIDENTS ONLY
2. OFFEROR'S CHECKLIST
3. CONTRACT ADDENDUM FOR EXTERNAL DATA & SYSTEMS SERVICE PROVIDERS
4. SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

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: <https://dor.sc.gov/>

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 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov/forms-site/Forms/I312.pdf>

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.

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.

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

Instructions: (1) Attach additional pages or documents as appropriate and make sure answers cross reference to the questions below. (2) As used in this Questionnaire, the phrase "government information" shall have the meaning defined in the clause titled "Information Security." (3) This Questionnaire must be read in conjunction with both of the following two clauses (a) Service Provider Security Assessment Questionnaire – Required, and (b) Service Provider Security Representation.

1. Describe your policies and procedures that ensure access to government information is limited to only those of your employees and contractors who require access to perform your proposed services.
2. Describe your disaster recovery and business continuity plans.
3. What safeguards and practices do you have in place to vet your employees and contractors who will have access to government information?
4. Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub -contractors.
5. List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all government information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the state with most recent and future versions of the applicable compliance certificate / audit report?
6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed or maintained.
7. Will government information be encrypted at rest? Will government information be encrypted when transmitted? Will government information be encrypted during data backups, and on backup media? Please elaborate.
8. Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of government information.
9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?
10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?
11. Describe your incident response policies and practices.
12. Identify any third party which will host or have access to government information.

Offeror's response to this questionnaire includes any other information submitted with its offer regarding information or data security.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION ON BEHALF OF CONTRACTOR:

By: _____

(authorized signature)

Its: _____

(printed name of person signing above)

(title of person signing above)

Date: _____