

 Request for Proposal	Solicitation Number 110314-208-68002-12/05/14 Date Issued 11/03/14 Date Printed 11/03/14 Procurement Officer Jeff O'Dell Phone 843 574-6205 E-Mail Address Jeff.o'dell@tridenttech.edu
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DESCRIPTION: Cloud-Based Enrollment Management System

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): **12/05/14 10:00 AM EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **11/14/14 10:00 AM EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **1 original & 7 printed copies, 1 electronic copy on CD or flash drive, and 1 redacted electronic copy on CD or flash drive.**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Trident Technical College
Procurement Office
PO Box 118067
Charleston, SC 29423

PHYSICAL ADDRESS:

Trident Technical College
Procurement Office
Building 940, Suite G
2050 Mabeline Rd. N. Chas SC 29406

ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE ONCE DAILY AT AROUND 8:00 A.M. (EXCLUDING WEEKENDS AND HOLIDAYS).

See "Submitting Your Offer" provision

CONFERENCE TYPE: None Scheduled DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on 02/16/14 . The award, this solicitation, and any amendments will be posted at the following web address: www.tridenttech.edu
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ <small>(See "Signing Your Offer" provision.)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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.

STATE OF INCORPORATION <small>(If offeror is a corporation, identify the state of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	

PAGE TWO

(Return Page Two with Your Offer)

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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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55 **I. Scope of Solicitation**

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

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60 It is the intent of Trident Technical College to solicit proposals for a cloud-based enrollment management
61 system.

62
63 MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): 03/03/15 – 03/02/20. Dates provided are
64 estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled
65 "Term of Contract –Effective Date / Initial Contract Period".

66
67 BUDGET – DESIRED RANGE (JAN 2006): The Using Governmental Unit seeks to incur costs in the
68 following range: \$160,000 - \$210,000 total over the duration of the contract period.

69
70
71 **II. Instructions To Offerors - A. General Instructions**

72
73 DEFINITIONS: EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE
74 APPLICABLE TO ALL PARTS OF THE SOLICITATION.

75 AMENDMENT – means a document issued to supplement the original solicitation document.

76 BOARD – means the South Carolina Budget & Control Board.

77 BUYER – means the Procurement Officer.

78 CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period
79 of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of
80 the parties to the contract.

81 CONTRACT - See clause entitled "Contract Documents & Order of Precedence."

82 CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the
83 contractor to make changes which the changes clause of the contract
84 authorizes the Procurement Officer to order without the consent of the contractor.

85 CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

86 COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by
87 number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

88 ERM – means Electronic Resource Management

89 ILS – means Integrated Library System

90 OFFER – means the bid or proposal submitted in response this solicitation. The terms "Bid" and
91 "Proposal" are used interchangeably with the term "Offer."

92 OFFEROR – means the single legal entity submitting the offer. The term "Bidder" is used
93 interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your
94 Offer" and "Bid/Proposal As Offer To Contract."

95 ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

96 PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

97 PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover
98 Page.

99 YOU and YOUR – means Offeror.

100 SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

101 STATE – means the Using Governmental Unit(s) identified on the Cover Page.

102 SUBCONTRACTOR – means any person having a contract to perform work or render service to
103 Contractor as a part of the Contractor's agreement arising from this solicitation.

104 TTC – means Trident Technical College

105 USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover
106 Page. If the Cover Page names a "Statewide Term Contract" as the Using Governmental Unit, the
107 Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South
108 Carolina Public Procurement Units [11-35-4610(5)].

109 WORK - means all labor, materials, equipment and services provided or to be provided by the
110 Contractor to fulfill the Contractor's obligations under the Contract.

112
113 AMENDMENTS TO SOLICITATION (JAN 2004) (a) The Solicitation may be amended at any time prior to opening.
114 All actual and prospective Offerors should monitor the following web site for the issuance of
115 Amendments:www.tridenttech.edu. (b) Offerors shall acknowledge receipt of any amendment to this solicitation
116 (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space
117 provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the
118 bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not
119 modified remain unchanged.

120
121 AWARD NOTIFICATION (NOV 2007) Notice regarding any award or cancellation of award will be posted at the
122 location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value
123 of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the
124 contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more,
125 such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the
126 eleventh day after such notice is given. [02-2A010-1]

127
128 BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004) By submitting Your Bid or Proposal, You are offering
129 to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding
130 contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the
131 entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids"
132 are not allowed.

133
134 BID ACCEPTANCE PERIOD (JAN 2004) In order to withdraw Your Offer after the minimum period specified on
135 the Cover Page, You must notify the Procurement Officer in writing.

136
137 BID IN ENGLISH & DOLLARS (JAN 2004) Offers submitted in response to this solicitation shall be in the English
138 language and in US dollars, unless otherwise permitted by the Solicitation.

139
140 BOARD AS PROCUREMENT AGENT (JAN 2004) (a) Authorized Agent. All authority regarding the conduct of
141 this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in
142 writing, the Procurement Officer is the only government official authorized to bind the government with regard to
143 this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf
144 of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a
145 result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a
146 party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability
147 for any party's losses arising out of or relating in any way to the contract.

148
149
150 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

151
152 GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER
153 YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF
154 LAWS AND OTHER APPLICABLE LAWS.

155
156 (a) By submitting an offer, the offeror certifies that-

157
158 (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition,
159 any consultation, communication, or agreement with any other offeror or competitor relating to-

160 (i) Those prices;

161 (ii) The intention to submit an offer; or

162 (iii) The methods or factors used to calculate the prices offered.

163
164 (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly,
165 to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract
166 award (in the case of a negotiated solicitation) unless otherwise required by law; and

167
168 (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to
169 submit an offer for the purpose of restricting competition.

170

- 171 (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
172
173 (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or
174 proposal, and that the signatory has not participated and will not participate in any action contrary to
175 paragraphs (a)(1) through (a)(3) of this certification; or
176
177 (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals
178 have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of
179 this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the
180 offeror's organization responsible for determining the prices offered in this bid or proposal];
181
182 (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification
183 have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3)
184 of this certification; and
185
186 (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs
187 (a)(1) through (a)(3) of this certification.
188
189 (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a
190 signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]
191
192

193 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)
194

- 195 (a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
196
197 (i) Offeror and/or any of its Principals-
198
199 (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of
200 contracts by any state or federal agency;
201
202 (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment
203 rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting
204 to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state
205 antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery,
206 falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
207
208 (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with,
209 commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
210
211 (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for
212 default by any public (Federal, state, or local) entity.
213
214 (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons
215 having primary management or supervisory responsibilities within a business entity (e.g., general manager;
216 plant manager; head of a subsidiary, division, or business segment, and similar positions).
217
218 (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract
219 award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason
220 of changed circumstances.
221
222 (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written
223 explanation regarding its inability to make the certification. The certification will be considered in connection
224 with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested
225 by the Procurement Officer may render the Offeror nonresponsible.
226
227 (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in
228 order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and

229 information of an Offeror is not required to exceed that which is normally possessed by a prudent person in
230 the ordinary course of business dealings.

231
232 (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance
233 was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an
234 erroneous certification, in addition to other remedies available to the State, the Procurement Officer may
235 terminate the contract resulting from this solicitation for default.

236
237 CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated
238 Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php> The South Carolina
239 Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php> [02-2A040-2]

240
241 COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed
242 in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid.
243 Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on
244 paper.)

245
246 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)

247 You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have
248 in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your
249 participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the
250 existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive
251 advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award.
252 Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable
253 opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may
254 be considered. [02-2A047-1]

255
256 DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) Any offer received after the Procurement Officer of the
257 governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless
258 the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which
259 services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

260
261 DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)By submitting an Offer, Contractor certifies that, if
262 awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44,
263 Chapter 107 of the South Carolina Code of Laws, as amended.

264
265 DUTY TO INQUIRE (JAN 2004) Offeror, by submitting an Offer, represents that it has read and understands the
266 Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the
267 Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or
268 conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility
269 for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

270
271 OFFEROR'S RESPONSIBILITY: Additionally, each offeror shall fully acquaint himself with conditions relating to
272 the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is
273 expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint
274 himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to
275 the contract. (TTC 03/05)

276
277 ETHICS CERTIFICATE (MAY 2008): By submitting an offer, the offeror certifies that the offeror has and will
278 comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code
279 of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding
280 use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official;
281 Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-
282 13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official
283 with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-
284 13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on
285 contributions by contractor to candidate who participated in awarding of contract. The state may rescind any
286 contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor
287 participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change

288 orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement,
289 provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires
290 the statement to be filed. [02-2A075-2]

291
292 OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in Your price that the State may
293 be required to pay.

294
295 PROTESTS (June 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in
296 connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the
297 applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved
298 in connection with the intended award or award of a contract shall protest within ten days of the date notification
299 of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the
300 protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be
301 received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-
302 CPO" [§ 11-35-4210]

303
304 PUBLIC OPENING (JAN 2004) Offers will be publicly opened at the date / time and at the location identified on
305 the Cover Page, or last Amendment, whichever is applicable.

306
307 QUESTIONS FROM OFFERORS (JAN 2004): (a) Any prospective offeror desiring an explanation or interpretation
308 of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the
309 Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label
310 any communication regarding your questions with the name of the procurement officer, and the solicitation's title
311 and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror
312 concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the
313 solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other
314 prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise
315 the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect
316 of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

317
318 REJECTION/CANCELLATION (JAN 2004) The State may cancel this solicitation in whole or in part. The State
319 may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

320
321 RESPONSIVENESS / IMPROPER OFFERS (JAN 2004)
322 (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless
323 authorized by the Solicitation.

324
325 (b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences
326 other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation
327 for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for
328 Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between
329 each offer and you submit a separate cost proposal for each offer, if applicable.

330
331 (c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be
332 rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation
333 may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot
334 be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency
335 resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-
336 445.2070 and Section 11-35-1520(13)]

337
338 (d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is
339 unreasonable as to price. [R. 19-445.2070].

340
341 (e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially
342 unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices
343 significantly less than cost for some work and prices which are significantly overstated in relation to cost for other
344 work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though
345 it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

346

347 RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004) Violation of these restrictions may result in
348 disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a)
349 After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the***
350 ***Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the
351 Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer.
352 This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the
353 Procurement Officer, ***you agree not to give anything to any Using Governmental Unit or its employees,***
354 ***agents or officials prior to award.***
355

356 SIGNING YOUR OFFER (JAN 2004) Every Offer must be signed by an individual with actual authority to bind the
357 Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual
358 doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that
359 the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the
360 partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a
361 corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person
362 authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals,
363 partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint
364 Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through
365 (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs
366 (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must
367 provide proof of the agent's authorization to bind the principal.
368

369 STATE OFFICE CLOSINGS (JAN 2004) If an emergency or unanticipated event interrupts normal government
370 processes so that offers cannot be received at the government office designated for receipt of bids by the exact
371 time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same
372 time of day specified in the solicitation on the first work day on which normal government processes resume. In
373 lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed
374 at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the
375 conference. Useful information may be available at: <http://www.scemd.org/myscgovweb/weather.html>
376

377 SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at
378 www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or
379 request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror
380 contends contains information that is exempt from public disclosure because it is either (a) a trade secret as
381 defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35- 410.
382 For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must
383 separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains
384 a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror
385 submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word
386 "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All
387 markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously
388 distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as
389 confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential
390 or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a
391 page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or
392 request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or
393 request that was submitted at any time prior to entering into a contract (including, but not limited to, documents
394 contained in a response, documents submitted to clarify a response, and documents submitted during
395 negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or
396 "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade
397 Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims
398 or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award,
399 as well as the final contract amount, are subject to public disclosure. In determining whether to release documents,
400 the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as
401 being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to
402 defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim,
403 demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State
404 withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references
405 to S.C. Code of Laws.)

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SUBMITTING REDACTED OFFERS (FEB 2007): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in ever detail the information marked as exempt from public disclosure. 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 "Magnetic Media – Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted 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. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

465 ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your
466 offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina
467 Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a)
468 that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and
469 your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-
470 60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report
471 pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court
472 or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors
473 language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and
474 (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply
475 with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]
476
477

478 **II. Instructions To Offerors – B. Special Instructions**

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480

481 CONTENTS OF OFFER (RFP): (a) Offers should be complete and carefully worded and should convey all of the
482 information requested. (b) Offers should be prepared simply and economically, providing a straightforward,
483 concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on
484 completeness and clarity of content. (c) Each copy of your offer should be bound in a single volume where
485 practical. All documentation submitted with your offer should be bound in that single volume. (d) If your offer
486 includes any comment over and above the specific information requested in the solicitation, you are to include this
487 information as a separate appendix to your offer. Offers which include either modifications to any of the
488 solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-
489 responsive and not considered for award.
490

491 CLARIFICATION (NOV 2007)

492 Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for
493 the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be
494 conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the
495 solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may
496 not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

497 MAIL PICKUP (TTC 01/06): ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE ONCE DAILY AT
498 AROUND 8:00 A.M. (EXCLUDING WEEKENDS AND HOLIDAYS).

499 See provision entitled Deadline for Submission of Offer.
500

501 DISCUSSIONS and NEGOTIATIONS (NOV 2007)

502 Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated
503 and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive
504 proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the
505 possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for
506 award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal.
507 [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest
508 ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted,
509 the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]
510

511 OPENING PROPOSALS – PRICES NOT DIVULGED (JAN 2006): In competitive sealed proposals, prices will not
512 be divulged at opening. [§ 11-35-1530 & R. 19-445.2095(c) (1)]
513

514 PROTEST – CPO - ITMO ADDRESS (June 2006): Any protest must be addressed to the Chief Procurement
515 Officer, Information Technology Management Office, and submitted in writing (a) by email to [protest-
516 itmo@cio.sc.gov](mailto:protest-itmo@cio.sc.gov), (b) by facsimile at 803-896-0789, or (c) by post or delivery to 4430 Broad River Road, Columbia,
517 SC 29210.
518

519 PROTEST – TTC – Send a copy of any protest filed with the Chief Procurement Officer as instructed above to the
520 Director of Procurement, Trident Technical College, PO Box 118067, Charleston, SC 29423 or fax to: 843 574-
521 6395.
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III. Scope of Work / Specifications

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

QUALITY – NEW (JAN 2006): All items must be new.

Background

Trident Technical College (TTC) is one of sixteen technical colleges that comprise the State Board for Technical and Comprehensive Education. TTC offers more than 150 programs of study in a variety of technical and career areas, as well as programs for those who plan to continue their education at a four-year college. Additionally, the Division of Continuing Education and Economic Development promotes economic development through customized programs and consulting services to improve the competitiveness and quality of area businesses. The college has a current enrollment of over 17,000 students on its four campuses and three sites, of which the major concentration is located on the College’s Main Campus. The Division of Continuing Education and Economic Development brings an additional 10,000 students to the TTC campuses annually. TTC’s entire student body is commuter based.

Since 1964, the Division of Continuing Education and Economic Development has served as a separate, but integral, part of Trident Technical College. The core missions of the College’s Continuing Education Division are economic development and employment related-training. The College serves a broad spectrum of clients in the Charleston tri-county area, which is comprised of Berkeley, Charleston, and Dorchester counties. The Division promotes economic development with a focus on short-term and long-term open enrollment public courses, contractual training programs, and collaborative services via government agencies for those seeking training that leads to employment. Training ranges from computer and soft skills to highly technical manufacturing processes, healthcare, efficient energy use, and safety and environmental compliance. The Continuing Education Division is proud of its long-term training relationships with local businesses, industries, and community organizations as well as established partnerships with local and state economic development entities.

Current Environment

Current Business Environment

The Division of Continuing Education and Economic Development reports approximately \$5M in annual revenue. This includes revenue from open enrollment classes and programs for public students and contractual training classes and programs customized for business and industry clients. The Division consists of five major programming areas that include Manufacturing, Industrial and Construction Trades, Health Care, Personal Enrichment, and Corporate and Information Technology.

Current Technical Environment

The current student and financial management system runs on a semester based, for-credit, academic business model while the Division operates on a rolling enrollment, non-semester based model.

574

575 **Business problem to be solved**

576

577 The Continuing Education Division's ability to manage its existing business, capture new opportunities, and
578 provide first rate customer service is significantly constrained due to the functional limitations of the current
579 student and financial management software. Presently, enrollment and financial reports require manual data
580 extraction, manipulation, and formatting before analysis can begin. Currently, the Division must extract all data
581 from the system, manually adjust, and then analyze. Division staff that are responsible for generating revenue
582 are spending their time extracting and manipulating data instead of being out in the community cultivating
583 business and developing new programs. For the Division to be able to excel in customer service, program
584 management, and operational efficiency, it needs a new student and financial management software system.

585

586 The Division does not have the capability to easily and quickly review the following types of programmatic and
587 Divisional information: revenue, direct costs, customer demographics, operating margins, current and trending
588 enrollments, and course cancellation rates. No business units within the Division - Operations, Marketing,
589 Programming, Sales, and Leadership - can make timely business decisions based on accurate data and efficient
590 reporting tools.

591

592 Customer purchasing trends are moving more to online searches and e-commerce transactions. The Division's
593 current online registration system does not provide a robust user interface that allows the customer to search,
594 make a buying decision, and purchase in a timely and effective manner. Currently the user must navigate a
595 labyrinth of screens and effectuate over 27 clicks to purchase one course.

596

597 As mentioned above, all reporting for the Division requires manual "data mining" and manual manipulation for
598 analysis. Processes currently in place are all workarounds or custom procedures created by the College's
599 programming team to support the Division's reporting needs. The Division's process for creating its website and
600 catalog is completely separate from the current system. Another example is catalog production that requires
601 data entry in two different locations and manual formatting. The Division's new student and financial
602 management software solution must be compatible with two other, separate, software platforms. On the
603 frontend, the system must integrate with the Continuing Education website that uses the Cascade Content
604 Management System. A combination of the website and the student and financial management software will
605 support the user experience expected in today's e-marketing environments such as product search, account
606 registration and maintenance, and shopping cart technology for business transactions. On the backend, specific
607 data updates must be compatible with information pulled from the Ellucian Colleague database. These include
608 uploading student information, such as account holds to the new business software. As well as the capability to
609 pull financial information from the new system and in turn use that to physically update the Ellucian Colleague
610 system. The processes to make these updates should require minimal manual effort when uploading and
611 downloading within the new student and financial management software.

612

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614

615 **Desired Outcome**

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617 The College's desired outcome is to acquire and implement the best and most feasible cloud-based student and
618 financial management software system. The College will not consider a non-hosted solution.

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621 **Technical Requirements**

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623 **Offerors solution must meet the following technical requirements:**

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Offeror must:

Not require any direct access to TTC's Active Directory Servers.

Not require TTC to upload any User Passwords.

Provide any necessary SSL Certificates.

Include relevant information on standards compliance (such as ISO 27001) and any completed organizational information technology audits.

Maintain personal information securely and conform to applicable legislation (such as FERPA).

Provide Web browser-based staff client.

Provide a solution that allows the Continuing Education Division to maintain real-time business related data for decision making and reporting purposes as well as updating with 3rd party solutions, including but not limited to enterprise resource planning (ERP) and human resources systems, currently Ellucian Colleague, on TTC campuses.

Provide basic fulfillment capabilities during local institution network outage.

Follow industry best practices for regular data and system backups and backup storage.

Have established protocols for dealing with unauthorized access to or disclosure of confidential data. In the event unauthorized access or disclosure occurs, the offeror must inform institution in writing within 24 hours.

Provide granular security for staff functions based on responsibility.

Provide a cloud-based solution that is fully fault tolerant without a single point of failure.

Provide an Amazon-like shopping cart technology to include easy payment within the "check out" process.

Offerors/Offerors solution must additionally meet the following technical requirements:

Provide course search for web users by multiple factors, to include: Keywords, Location, Instruction Method, Date, Subject Area, and A-Z listing.

Provide course search for web users that displays at minimum, the following: course title, course and section numbers, start date, end date, location, start times, end times, meeting days, price, instructor, location, course description, and material needed.

Will send an automatic email receipt to a user's email address, after a registration takes place, with an area that includes the additional course materials needed for the course.

Will create user accounts using personal information: i.e., a personal email address as the user name or the user creates their own user name and a password and reminder question created by the user.

675 Provides a Waitlist option.
676
677 Contains sponsored/3rd party registration process.
678
679 Permits Website User registering multiple people for one course at one time.
680
681 Permits Single website user registering for multiple courses at one time.
682
683 Will process and post registration payments.
684
685 Will generate and run a South Carolina Course Enrollment Reporting System report.
686
687 Must integrate with the College's current Continuing Education Division website, which uses Cascade as its
688 CMS.
689
690 Ability to generate detailed and aggregate financial report of revenue and expenses.
691
692 Ability to generate report(s) of detailed, unpaid account charges.
693
694 Can create an account invoice/statement.
695
696 Can generate cancellation rate reports.
697
698 Can export data and sections for brochure/catalog development.
699
700 Able to generate a report from the system that includes revenue, promotion costs, production costs, and
701 operating margins tied to an Accounts Receivable number and Program Manager.
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709 **Functional Requirements: System Capability Worksheet**

710 **IMPORTANT INSTRUCTIONS:**

711 Offeror must complete and submit the completed Functional Requirements: System Capability Worksheet as
712 required in solicitation section PART 4 - IV. Information for Offerors to Submit, Proposal Contents, 3.0 Technical
713 Proposal, 3.1.
714
715

716 In order for the College to determine the best overall solution for its requirements, many of the specifications
717 listed require narrative discussion/detailed information on how Offeror's proposed solution meets or
718 accomplishes the specific task/requirement. Where requested, provide your response and any other additional
719 information (such as production release date, etc.) in the field directly below the specific task/requirement
720 listed. If your proposed solution does not currently meet or accomplish the specific task/requirement listed,
721 please denote in your response whether or not the specific task/requirement is under development and its
722 anticipated production release date, or if the specific task/ requirement is not under development/planned for
723 inclusion.
724

725
726 Some tasks/requirements are presented in question format, requiring either a YES or NO answer. Some
727 task/requirements requiring a YES or NO answer will require further explanation and will be denoted where
728 applicable.

729
730 Only answer “Yes” to specific tasks/requirements if the specific task/requirement is a current production
731 released feature. Do not answer “Yes” if the item is in “beta” or scheduled for production release at a later
732 date. **The College is not seeking any beta or non-production solutions.**

733
734 If your solution does not meet specific task/requirement features, but does have a potential solution in beta
735 development or non-production release status, provide your answer as “No”. You may offer written discussion
736 pertaining to when the specific beta or non-production release feature is expected to be production released.

737
738 If you answer “Yes” to specific tasks/requirements indicating that your solution provides a specific feature, you
739 certify that the feature is a current production released feature.

740
741 Should you answer “Yes”, denoting that your solution does meet specific tasks/requirements and the feature is
742 a current production released feature, and it is determined that the feature is in fact not a production released
743 feature, your offer will be determined nonresponsive.

744
745 The absence of a response will be considered as an indication that the offeror cannot meet the requirement of
746 the specification.

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748
749 **Functional Requirements: System Capability Worksheet**

750
751 **REQUIRED: Discuss/answer all statements and questions.**

752
753
754 **General**

755
756 Describe how your proposed solution can update TTC's institutional systems, including but not limited to,
757 Ellucian Colleague, Cascade, and Salesforce, allowing ongoing updates from and to the system.

758
759 Does your solution provide the user the ability to customize the user interface without Offeror assistance? If
760 yes, please provide detail on what can be customized, e.g., control of style, custom branding, images, etc.

761
762 List all of the OS options for your solution’s staff client (Windows, Mac, Unix, iOS, Android, etc.). Discuss any
763 limitations.

764
765 Does your proposed solution push software upgrades automatically to the client without client intervention?
766

767 Does your solution provide a customizable, role-based dashboard based on real-time information to monitor
768 performance, and display critical best practice based information such as number of registrations in, revenue
769 in, cancellation rate, etc.?

770
771 Does your solution provide the ability to upload current student account information to include information
772 such as holds? If yes, is there an additional charge? Explain.

773
774 Does your solution support mobile devices for (answer each separately):

775
776 Staff functions? If yes, are there any limitations? Explain.
777 End-user functions? If yes, are there any limitations? Explain.
778
779
780 Does your solution provide ADA-compliance for users with visual impairments (e.g., color blindness, low-vision,
781 etc.)? If yes, explain, and list any technical support offered.
782
783 Does your solution provide the ability to export (answer each separately):
784
785 Any report or portion of a report in .CSV format?
786 Reports to HTML?
787 Reports to EXCEL?
788 Statistics as bar graphs?
789 Data, based on custom parameters, to EXCEL?
790
791
792 Does your solution offer upselling or suggested selling options? I.e.: "Other customers have also purchased..."
793
794 Does your solution allow for internal CE registration staff to bulk register students into a contract course?
795
796 Explain how your solution will (answer each separately):
797
798 Create and or provide workflow processes.
799 Allow for entry and reporting of data from CE's call center incoming/outgoing calls.
800 Interface with social media platforms.
801
802
803 Does your solution provide (answer each separately):
804
805 A "Forgot Username/password" option?
806 Users the capability to update their contact information after creating their initial account?
807 The ability to set up age restrictions during the registration process.
808
809 Does your solution allow for internal CE registration staff to print official student transcripts?
810
811 Does your solution have the capability to integrate with Ellucian Colleague? Explain the level of integration
812 and the processes within the integration maintenance.
813
814 Does your solution allow for customization of user contact and demographic information collected during a
815 registration process and creation of a user account? Please explain.
816
817 Does your solution track a student's purchasing history?
818
819 Discuss your solution's ability to track and capture inquires to the websites that do not end in a registration.
820
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825

826 **Functional**

827

828 **Course Search:**

829

830 Does your solution allow for the display of instructor and course information together on CE's website?

831

832 Does your solution allow an end user to search by certificate program with all the individual courses listed
833 below the program?

834

835 Does your solution allow an end user to register by certificate program for all courses at one time, with one
836 click, and pay for all the courses at one time?

837

838

839

840 **Course Management:**

841

842 Does your solution allow for flagging of sponsored/3rd party, international, or VA students on a course roster?

843

844 Does your solution allow for reporting of courses running with start, end times and with building, and room
845 number?

846

847 Describe your solution's ability to (answer each separately):

848

849 Create and track an instructor's contract.

850 Send out surveys and store the responses for reporting purposes.

851 Manage booking rooms and searching for available rooms.

852 "Roll" course data from term to term.

853

854

855 Does your solution permit internal users to register a student for multiple courses at one time?

856

857 Does your solution permit internal users to register multiple students for one open enrollment course?

858

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860

861 **User Accounts:**

862

863 Does your solution (answer each separately):

864

865 Automatically send out an email confirmation when a user creates an account?

866 Provide students the capability to print an unofficial transcript?

867 Provide the ability to generate and assign "dummy" social security numbers?

868 Assign student accounts a unique student ID number?

869

870

871

872 **Shopping Cart, Payment, and Confirmation:**

873

874 Describe how your solution will allow users to pay fees online through an e-commerce system. List the e-
875 commerce vendors that the solution supports.

876

877 Are receipts customizable without vendor assistance and/or vendor charges for customization?

878
879 Does your solution automatically generate print and email payment receipts to customers after a fee
880 transaction?

881
882 Does your solution allow email calendar requests for personal calendars?

883
884 Discuss your solution's ability to use promotional/discount codes when registering.

885
886
887

888 ***Kids' College:***

889
890 Does your solution allow for multi user family accounts?

891
892 Describe how your solution will capture information such as allergies, emergency contacts, and consent and
893 release information during the registration process for Kids' College registration.

894
895
896

897 ***Workforce and Sponsored Students:***

898
899 Does your solution provide the ability to add new sponsors and companies?

900
901 Does your solution provide the capability to create and interact with a 3rd party sponsor client?

902
903
904

905 ***Sales and Contract Training:***

906
907 Describe how your solution will (answer each separately):

908
909 Create and track training quotes and contracts.
910 Permit a corporate client to view their account information online.
911 Generate proposals and training agreements, how they can be archived, and tracked throughout the
912 approval, delivery, and billing process.
913 Interface with Salesforce.

914
915
916

916 ***Billing:***

917
918 Does your solution provide the ability to archive invoices? If yes, are invoices searchable and viewable?

919
920 Does your solution allow for a carryover balance on an invoice/statement listing current balance and new
921 charges?

922
923
924

924 Describe how your solution will (answer each separately):

925
926 Maintain multiple physical and email addresses for a single vendor.
927 Export payment requests to Ellucian Colleague and import payment confirmation files from Ellucian

928 Colleague.
929 Post an overpayment to a sponsor account and process a refund for the overpayment without registering a
930 student to create an invoice.
931 Allocate a credit to a specific invoice.
932 Generate an aging balance report and process outstanding balance both positive and negative.
933
934

935 Does the system allow for posting a credit card payment for sponsors?
936
937

938 ***Funds Management:***
939

940 Does your solution provide real-time access to fund balances (including encumbrances and expenditures)? If
941 yes, explain.
942

943 How does the solution support a hierarchical fund structure that provides the ability to group and report on
944 funds?
945

946 Explain how your solution will work with the College's current system, Ellucian's Colleague, for cohesive
947 accounting of funds.
948
949

950 ***Reporting:***
951

952 Describe your solution's ability to generate the following reports (answer each separately):
953

954 Promotion cost reports to include, but not limited to: printing costs, postage, mailing, etc.

955 Production cost reports to include but not limited to: instructor costs, materials, etc.

956 New course percentage reports.

957 Registration numbers taken on a day.

958 Revenue taken in on a day.
959

960 Describe your solution's ability to allow the College staff to write ad hoc reports. List any limitations to what
961 data can be reported on and any 3rd party tools which can be used.
962
963

964 Describe your solution's ability to incorporate administrative costs, where needed, into reporting needs.
965

966 Describe how your solution captures registration data such as "where did you hear about this course" and
967 demographic data, and produce a report of statistical responses.
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971 **- End of Functional Requirements: System Capability Worksheet -**
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Implementation Requirements

The Offeror shall provide a comprehensive, detailed implementation proposal that includes, but is not limited to, the following:

- Customization, installation, and implementation of the system with a go-live time of Summer 2015.
- Timeline schedule to transition registration process over from the current College system to the new Student Management System with the suggested implementation schedule to minimize interference with CE's Kids' College registration, which opens in March 2015 and runs through the beginning of August 2015.
- Customization and branding of 3rd-party web pages to mirror current branding of CE website.
- Transfer/migration of necessary records from the College's existing Student Management System (SMS) to the proposed CE system, to include specifically, any transfer/migration of holds on student accounts within the existing SMS to the proposed system. Offeror will assist in migration to the proposed system.
- Training of CE staff on system implementation, operation, and maintenance.
- Training documents and resources on implementation, operation, and maintenance of the system.
- Follow up resources for a period for troubleshooting issues after go-live.

Support Requirements:

Support requirements shall include, but are not be limited to, the following:

- Technical support available before, during, and after implementation of the proposed system. Offeror will provide times of support/access times, and access phone numbers for support.
- Clear communication procedures in the event of an interruption between the proposed system and the College.
- Access to information on the product, troubleshooting issues, documentation, training manuals, upgrades, and patches.

Training Requirements

- Training of CE staff on system implementation, operation, and maintenance.
- Training documents and resources on implementation, operation, and maintenance of the system.

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PART 4 - IV. Information for Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL -TTC: Offeror shall submit a signed Cover Page and Page Two. Offeror should submit 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. Please submit any appropriate attachments addressed in section IX. Attachments to Solicitations.

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:

1. Submit completed Service Provider Security Assessment Questionnaire attachment (see Section IX. Attachments to Solicitation, 1.)

MINORITY PARTICIPATION (JAN 2006) Is the bidder a South Carolina Certified Minority Business?

Yes NO

Is the bidder a Minority Business certified by another governmental entity?

Yes NO

If so, please list the certifying governmental entity:

_____ Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?

Yes NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

Yes NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?

Yes NO

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

Traditional minority

Traditional minority, but female

Women (Caucasian females)

Hispanic minorities

DOT referral (Traditional minority)

DOT referral (Caucasian female)

Temporary certification

SBA 8 (a) certification referral

Other minorities (Native American, Asian, etc.)

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

1080 OFFSHORE CONTRACTING (JAN 2006) Work that will be performed offshore by the Offeror and/or its
1081 subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is
1082 defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:
1083 (a) What type of work is being contracted offshore?

1084 _____
1085 (b) What percentage (%) of the total work is being contracted offshore?

1086 _____
1087 (c) What percentage (%) of the total value of the contract is being contracted offshore?

1088 _____
1089 (d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore
1090 contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by
1091 the Offeror in regards to this clause is for information only and will not be used in the evaluation and
1092 determination of an award.

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1097 **PROPOSAL CONTENTS**

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1099 To be considered for award, all proposals must include, as a minimum, the following information. All information
1100 shall be presented in the listed order:

1101 1.0 Cover Letter: A cover letter, which includes a summary of the offeror's ability to perform the services
1102 described herein and statement that the offeror is willing to perform those services and enter into a
1103 contract with Trident Technical College. The cover letter must be signed by a person having the
1104 authority to commit the offeror to a contract.

1105

1106 2.0 Executive Overview: Your offer should include a summary of the proposed solution that reflects your
1107 understanding of both the state's needs and how your solution will satisfy those needs. Include
1108 enough detail to demonstrate your understanding of the current environment and scope of the
1109 project. Please explain your overall approach to the management of this effort, including a brief
1110 discussion of the total organization (structure and relationships among personnel and consultants
1111 /subcontractors).

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1114 3.0 **Technical Proposal**

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1116 3.1. Offeror must describe in detail how the proposed cloud-based enrollment management solution
1117 will meet the requirements requested in the RFP section titled, "PART 3 - III. Scope of Work /
1118 Specifications". Offeror must provide all information requested in all subsections of PART 3 – III.
1119 Scope of Work/ Specifications, including all information requested in the following subsections:

1120

- 1121 – Technical Requirements
- 1122 – Functional Requirements: System Capability Worksheet
- 1123 – Implementation Requirements
- 1124 – Support Requirements
- 1125 – Training Requirements

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1127 **Offeror's response must follow the outline used in this RFP**

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1129 3.2. Offeror must provide all information requested not included in section 3.1 above.

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4.0 Business Proposal

4.1 Offeror shall submit all price information as a separate document (Reference Section VIII – Bidding Schedule/Price-Business Proposal).

4.2 Regular Costs:

1. Offeror must provide cost for access/use of the software.
2. Itemize all costs for any additional initial year annual fees
3. Offeror must itemize all costs for services to be provided for the implementation of the proposed system including integration services, transferring/migrating and conversion of the College’s current records/files, any custom development, any assistance with initial installation, configuration, set up of tools, and any other services to be provided. If any of the services identified require the Offeror to travel to the College for on-site work, the Offeror must include all costs for travel expenses associated with the visit, and must provide an actual dollar amount. **Incomplete information such as “to be determined”, or any information provided other than an actual dollar amount will not be considered acceptable.**
4. Offeror must itemize all costs for training. Offeror must include all costs for travel expenses associated with travel to the College to provide on-site training, and must provide an actual dollar amount. **Incomplete information such as “to be determined”, or any information provided other than an actual dollar amount will not be considered acceptable.**

4.3 Costs for evaluation purposes only:

1. Itemize all annual recurring costs for the proposed system, including license renewals, maintenance and upgrade costs, and any ancillary costs.

5.0 The top three Offerors selected will, at no cost to the College, conduct an on-site demonstration, with live data, of their proposed solution’s technical capability at Trident Technical College. The top three offerors will demonstrate the product technical capability of their proposed cloud-based enrollment management solution for review by the evaluation panel. Offerors will demonstrate the functional and technical capabilities that are offered for this proposal. Offeror representative(s) who would supervise and be involved in this contract shall be available at the demonstration/review to answer questions from the evaluation.

6.0 The top three Offerors selected to conduct an on-site demonstration of product technical capability will provide at no cost to the College, product documentation prior to the on-site demonstration. Offerors will provide one (1) complete set of documentation consisting of the same documentation that the Offeror provides to its customers. The documentation will be returned to the Offeror upon Offeror request. The preferred media for the product documentation is electronic media. Offerors may provide the documentation either in electronic format, printed/hard-copy, or a combination of both. Offerors will provide the documentation within two (2) days request by the College

7.0 AVAILABLE RESOURCES: Provide contact information for primary key contact and any secondary key contacts for the account:

- Name and title
- Direct phone and fax numbers and extensions
- Email addresses

- 1180 8.0 Provide references from at least three current customers for whom offeror has provided the proposed
1181 cloud-based enrollment management solution. Offeror must describe the scope of effort for each
1182 reference account, and whether the engagement has been completed or is still ongoing. Offeror is
1183 responsible for ensuring that all contact information, including both telephone numbers and e-mail
1184 addresses, is current as of date of submission of the RFP.
1185
- 1186 9.0 Provide offeror history including length of time in business, changes in ownership, any pending
1187 changes in ownership or significant mergers or acquisitions, and description of any legal actions taken
1188 against offeror.
1189
- 1190 10.0 Provide list of current contracts/client list. Include customer business name, address, contact, contact
1191 title, and contact phone number.
1192
- 1193 11.0 List any contracts cancelled within the last two (2) years, and explain/describe circumstances/reason
1194 for cancellation. Include customer business name, address, contact, contact title, and contact phone
1195 number.
1196
- 1197 12.0 Submit completed SECURITY PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE – See Section IX.
1198 Attachments to Solicitation, # 1.
1199
- 1200 13.0 Provide a copy of the end user license agreement (EULA) with the submission of the RFP.
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1204 **V. Qualifications**

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1206 QUALIFICATION OF OFFEROR (JAN 2006) To be eligible for award of a contract, a prospective contractor must
1207 be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125]
1208 and information from any other source may be considered. An Offeror must, upon request of the State, furnish
1209 satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply
1210 information promptly in connection with a responsibility inquiry may be grounds for determining that you are
1211 ineligible to receive an award. S.C. Code Section 11-35-1810.
1212

1213 QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006):

1214
1215 (a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

- 1216
1217 1. Offeror must have a minimum of at least three years of active experience in administering cloud-based
1218 enrollment management solutions of the type requested in this RFP.
1219
- 1220 2. Offeror must be financially capable of fully performing the requirements of a project of this nature and size.
1221

1222 (b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a
1223 firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor
1224 proposed by offeror. c) Provide a detailed, narrative statement providing adequate information to establish that
1225 you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.
1226

1227 (c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the
1228 requirements stated in subparagraph (a) above. Include all appropriate documentation.
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1231 **VI. AWARD CRITERIA**

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1233 AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and
1234 responsible offeror whose offer is determined to be the most advantageous to the State.

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1236 AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

1237
1238 COMPETITION FROM PUBLIC ENTITIES (JAN 2006): If a South Carolina governmental entity submits an offer,
1239 the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers
1240 submitted by nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code
1241 Ann. Regs 117-304.1 (Supp. 2004).

1242
1243 UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless
1244 otherwise stated.

1245
1246 EVALUATION FACTORS – PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below.
1247 Evaluation factors are stated in the relative order of importance, with the first factor being the most important.
1248 Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least
1249 advantageous.

1250
1251 All proposals will be initially reviewed by for purposes of determining responsiveness. Any proposal that does
1252 not meet the material and/or essential requirements of the State will be subject to disqualification pursuant to
1253 S.C. Statute, Regulations and Interpretative Authorities. Two sets of evaluation criteria are included in this RFP.
1254 Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not
1255 include the demonstration of product technical capability. The three highest score offerors will be asked to
1256 demonstrate the product technical capability of their solutions in Phase II—Demonstration of Product Technical
1257 Capability. Each offeror asked to provide a demonstration of product technical capability will be evaluated
1258 against the Phase II set of criteria indicated below.

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1261 **A. PHASE I**

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1263 Proposals will be evaluated by an Evaluation Panel on the basis of the following criteria, which are listed in
1264 order of importance:

- 1265
1266 **1. Technical Proposal:**
1267 The degree, completeness, and suitability of the Offeror’s proposed technical solution to meet or exceed
1268 the needs of the College as defined in this RFP.
1269
1270 **2. Qualifications, Experience and References:**
1271 The Offeror’s experience and references must provide evidence of its depth and breadth of experience,
1272 and evidence of successful past performance with projects of similar size and scope.
1273
1274 **3. Business Proposal:**
1275 The value of the proposed solution to meet or exceed the needs of this RFP with specific respect to Total
1276 Cost of ownership through Year 1 and renewal Years 2 - 5.
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1278 **4. Implementation Schedule, Support, and Training:**
1279 Proposed implementation plan/schedule to implement the new system, including migration of defined
1280 records of need, Offeror’s level of support offered and training offered.

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Selecting the top Offerors for Demonstration of Product Technical Capability

Based on the evaluation of the above criteria each Offeror will receive a total score. The College will not set an arbitrary numerical value as the cut-off criteria to designate the most qualified proposals from the least qualified proposals. The College will allow the mathematical results of the total sum for each Offeror to establish ranking of the three highest scores which will designate which Offerors continue to the RFP Demonstration of Product Technical Capability Phase of the solicitation.

B. PHASE II -DEMONSTRATION OF PRODUCT TECHNICAL CAPABILITY

The top three responsive and responsible Offerors after the Phase I evaluations will be required to give a demonstration of their proposal to clarify or verify the contents and the representations made therein. Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with the College or its employees during a demonstration will not violate the restrictions applicable to Offerors. The presentation will be made 'in person' at the Trident Technical College Main Campus located in North Charleston, South Carolina, and any travel expenses incurred by the Offeror are the Offeror's sole responsibility. The time allotted per individual Offeror shall not exceed two (2) hours. The Demonstrations will tentatively be conducted between the dates **01/19/15 – 01/23/15**. Offerors should reserve those dates. The College will notify Offerors as quickly as possible to schedule specific dates and times.

- a. The activities of the Offeror should be limited to a live demonstration of the system described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal.
- b. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State.
- c. The live demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposed system.
- d. The live demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions nor receive preliminary assessments on its proposal from the members of the panel.
- e. Offerors will be required to furnish all equipment, items, and services they need to present their demonstration. TTC will provide only power and Internet access.

Attendees at the live demonstration session should include the Offeror's key personnel.

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The highest Total Scorer in Phase II will be the apparent Winner, subject to validation by the College's Procurement Officer. Upon completion of the demonstration, each of the three (3) Offerors will be evaluated on the following criteria:

1. Offeror's **Phase I** combined total score.

2. Demonstration:

Demonstration of the product technical capabilities of the proposed solution to meet the needs of the College as defined in this RFP.

Phase II Total Score will consist of Offeror's Phase I combined total score plus the Offeror's combined total score for demonstration.

VII. Terms and Conditions – A. General

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

7a BANKRUPTCY (JAN 2006): (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 five (5) 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 & ORDER OF PRECEDENCE (JAN 2006): (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) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. 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.

1387 b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice.
1388 If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated
1389 billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the
1390 time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been
1391 made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment
1392 date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are
1393 closed and Government business is not expected to be conducted, payment may be made on the following
1394 business day.
1395

1396 DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall
1397 be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35,
1398 Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common
1399 Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act
1400 by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or
1401 the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this
1402 paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated
1403 by the solicitation.

1404 (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the
1405 initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action
1406 in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified
1407 mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page
1408 Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice
1409 by certified mail is deemed duly given upon deposit in the United States mail.
1410

1411 EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if
1412 any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2,
1413 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
1414

1415 FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense
1416 or representation obtains the signature of a person to a written instrument or obtains from another person any
1417 chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of
1418 that property is guilty" of a crime.
1419

1420 FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing
1421 the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be
1422 fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering
1423 lower pricing after award.
1424

1425 NON-INDEMNIFICATION (JAN 2006): Any term or condition is void to the extent it requires the State to indemnify
1426 anyone.
1427

1428 NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon
1429 actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or
1430 answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon
1431 deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or
1432 certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page
1433 Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may
1434 designate a different address for notice by giving notice in accordance with this paragraph.
1435

1436 PAYMENT and INTEREST (MAY 2011): (a) Unless otherwise provided in this Solicitation, the State shall pay the
1437 Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies
1438 delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless
1439 otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted
1440 by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by
1441 check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-
1442 35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner.
1443 Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is
1444 applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any
1445 debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear

1446 interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-
1447 45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including
1448 but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section
1449 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest
1450 be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree
1451 that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first
1452 edition of the Wall Street Journal published for each year, applied as simple interest without compounding. [07-
1453 7A055-2]

1454
1455 PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the
1456 State in either news releases or a published list of customers, without the prior written approval of the Procurement
1457 Officer.

1458
1459 PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order
1460 from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished
1461 under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under
1462 this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this
1463 contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the
1464 purchasing card provision qualifies as a purchase order.

1465
1466 SETOFF (JAN 2006): The state shall have all of its common law, equitable, and statutory rights of set-off. These
1467 rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due
1468 to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract,
1469 any other contract with any state department or agency, including any contract for a term commencing prior to the
1470 term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation,
1471 tax delinquencies, fee delinquencies or monetary penalties relative thereto

1472
1473 SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would
1474 continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such
1475 termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created
1476 by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any
1477 provisions regarding warranty or audit.

1478
1479 TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the
1480 products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance.
1481 Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation,
1482 after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the
1483 taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper
1484 and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to
1485 pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable
1486 to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay.
1487 Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

1488
1489 TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for
1490 succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are
1491 not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period,
1492 the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be
1493 reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed
1494 any costs amortized beyond the initial contract term.

1495
1496 THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the
1497 benefit of the parties hereto, and their respective successors and assigns, and no other person will have any
1498 rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third
1499 party beneficiary or otherwise.

1500
1501 WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by
1502 making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to
1503 strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive
1504 any of the State's rights under this Contract. Any waiver must be in writing.

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VII. Terms and Conditions – B. Special

CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense .

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (TTC 2014)

Without limitation, Contractor shall defend and hold harmless the State from 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 arise out of in connection with a disclosure of government information (as defined in the clause titled Information Security) 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, if the act or omission constituted a failure to perform some obligation imposed by the contract. Contractor shall be given timely written notice of any suit or claim. 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.

INFORMATION SECURITY (TTC 2014)

(a) Definitions. 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.

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. This 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 (i) information provided by or generated 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 (a) any information that Contractor acquires or accesses by software or web-based services, and (b) 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.

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

1562 computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded,
1563 stored, or printed within an information system.

1564 Public information means any information, regardless of form or format, that the State intentionally discloses,
1565 disseminates, or makes available to the public.

1566 Safeguarding means measures or controls that are prescribed to protect information.

1567 Software means any computer program acquired, accessed, or used by the government or a third party pursuant
1568 to or as a result of this contract.

1569 Unrestricted information means (1) public information, (2) information acquired by Contractor prior to contract
1570 formation, (3) information incidental to contract administration, such as financial, administrative, cost or pricing, or
1571 management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies,
1572 techniques which Contractor develops or learns in connection with Contractor's performance of the work.

1573 Voice means all oral information regardless of transmission protocol.

1574 Web-based service means a service accessed over the Internet and acquired, accessed, or used by the
1575 government or a third party pursuant to or as a result of this contract.

1576 (b) Safeguarding requirements and procedures. The Contractor shall apply the following basic safeguarding
1577 requirements to protect government information from unauthorized access and disclosure:

1578 (1) Protecting information on public computers or Web sites: Do not process government information on public
1579 computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that
1580 do not have access control. Government information shall not be posted on Web sites that are publicly available
1581 or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages
1582 that control access by user ID/password, user certificates, or other technical means, and that provide protection
1583 via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the
1584 application it hosts).

1585 (2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that
1586 contain government information using technology and processes that provide the best level of security and privacy
1587 available, given facilities, conditions, and environment.

1588 (3) Transmitting voice and fax information. Transmit government information via voice and fax only when the
1589 sender has a reasonable assurance that access is limited to authorized recipients.

1590 (4) Physical and electronic barriers. Protect government information by at least one physical and one electronic
1591 barrier (e.g., locked container or room, login and password) when not under direct individual control.

1592 (5) Sanitization. At a minimum, clear information on media that have been used to process government information
1593 before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with
1594 National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at [http://csrc.nist.gov/
1595 publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf).

1596 (6) Intrusion protection. Provide at a minimum the following protections against computer intrusions and data
1597 compromise:

1598 (i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

1599 (ii) Prompt application of security-relevant software upgrades, e.g., patches, servicepacks, and hot fixes.

1600 (7) Transfer limitations. Transfer government information only to those subcontractors that both require the
1601 information for purposes of contract performance and provide at least the same level of security as specified in
1602 this clause.

1603 (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all
1604 subcontracts under this contract that may involve government information residing in or transiting through the
1605 subcontractor's information system.

1606 (d) Other contractual requirements regarding the safeguarding of information. This clause addresses basic
1607 requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically
1608 provides for enhanced safeguarding of information or information systems.

1609

1610 **INFORMATION SECURITY – DATA LOCATION (TTC 2014)**

1611 Contractor is prohibited from accessing, processing, transmitting, or storing government information, as defined
1612 in the clause titled Information Security, outside the continental United States. This obligation is a material
1613 requirement of this contract.

1614

1615 **INFORMATION USE AND DISCLOSURE (TTC 2014)**

1616 Citizens should not be required unnecessarily to share information with those engaged by the government in order
1617 to access services provided by the government and such information should be used by those engaged by the
1618 government only to the extent necessary to provide the services; accordingly, this clause addresses basic
1619 requirements for the Contractor's use and disclosure of government information, which expressly includes, but is
1620 not limited to, information provided by or obtained from the citizens.

1621 (a) Definitions. The definitions of the following terms are incorporated by reference from the clause titled
1622 Information Security: “compromise,” “government information,” “information,” “public information,” “software,”
1623 “unrestricted information,” and “web-based service.” Additionally, as used in this section, “third party” means any
1624 person or entity other than the using governmental unit, the Contractor, or any subcontractors at any tier.

1625 (b) Legal mandates. Notwithstanding anything to the contrary, Contractor shall be permitted to use, disclose, or
1626 retain government information but only to the limited extent necessary to comply with any requirement imposed
1627 by law, rule, regulation, or direction of law enforcement. If it is necessary for Contractor to use, disclose, or retain
1628 government information in order to comply with either a law or direction of law enforcement, Contractor shall
1629 provide using governmental unit with written notice, including a description of the circumstances and applicable
1630 law, in advance of such use, disclosure or retention except to the extent prohibited by law.

1631 (c) Flow down. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor
1632 is responsible for, and shall impose by agreement the limitations and restrictions of this clause on, any other
1633 person or entity that contractor authorizes to take action related to government information. The Contractor shall
1634 include the substance of this clause, including this paragraph (c), in all subcontracts under this contract that may
1635 involve government information.

1636 (d) Collecting Information. Contractor must gather and maintain government information only to the minimum
1637 extent necessary to accomplish the work.

1638 (e) Rights, Disclosure and Use. Except as otherwise expressly provided in this solicitation, Contractor agrees not
1639 to either (1) use or disclose government information, or (2) retain government information after termination or
1640 expiration of this contract. Contractor acquires no rights in any government information except the limited rights
1641 to use, disclose and retain the government information in accordance with the terms of this solicitation. To the
1642 extent reasonably necessary to perform the work, Contractor may: (i) disclose government information to persons
1643 having a need-to-know (e.g., subcontractors); and (ii) use (including access, process, transmit, and store) and
1644 maintain the government information itself. Before disclosing government information to a subcontractor or third
1645 party, Contractor shall give the using governmental unit detailed written notice regarding the reason for disclosure
1646 and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days
1647 in advance of the disclosure.

1648 (f) Return. Notwithstanding the using governmental unit’s failure to perform or the pendency of a dispute,
1649 Contractor agrees to promptly return all government information in its possession to using governmental unit upon
1650 written request of using governmental unit (provided that, if the contract has not expired or been terminated,
1651 Contractor shall be excused from the performance of any work reasonably dependent on Contractor’s further
1652 access to such government information).

1653 (g) Privacy Policy & Applicable Laws. Without limiting any other legal or contractual obligations, Contractor shall
1654 comply with its own privacy policies and written privacy statements relevant to the work. Without limiting any other
1655 legal or contractual obligations, Contractor shall comply with (1) all laws applicable to Contractor regarding
1656 government information, and (2) all laws and standards identified in the clause entitled Information Use and
1657 Disclosure – Standards.

1658 (h) Safeguarding Information. Without limiting any other legal or contractual obligations, Contractor agrees to
1659 implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including
1660 without limitation written policies and procedures) for protection of the security, confidentiality, and integrity of the
1661 government information in its possession. Upon request by using governmental unit, Contractor shall confirm
1662 Contractor’s compliance with this section in writing signed by Contractor’s most senior executive responsible for
1663 information technology security.

1664 (i) Actions Following Disclosure. Immediately upon learning of a compromise or improper use of government
1665 information (hereinafter “discovery”), Contractor shall take such action as may be necessary to preserve forensic
1666 evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than
1667 twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper
1668 use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery,
1669 Contractor shall provide the using governmental unit all information necessary to enable the using governmental
1670 unit to fully understand the nature and extent of the compromise or improper use. If a compromise or improper
1671 use is caused in whole or in part by the act or omission of Contractor, its employees, workmen, servants, agents,
1672 or anyone directly or indirectly employed by them or anyone for whose acts Contractor may be liable, that is not
1673 in accordance with the terms of this contract or applicable law, Contractor shall: (1) provide any legally required
1674 notification to third parties affected by a compromise if legally required to be provided to such parties by Contractor,
1675 and if not (e.g., if required of using governmental unit), Contractor shall reimburse using governmental unit for the
1676 cost of providing such notifications; (2) pay costs and expenses for at least two years of identity theft monitoring
1677 services (including without limitation, credit monitoring) and identity theft restoration services for any such affected
1678 individuals receiving notice where such services are appropriate given the circumstances of the incident and the

1679 nature of the information compromised; and (3) pay any related fines or penalties imposed on the using
1680 governmental unit by a government authority.

1681 (j) Survival & Remedy. All the obligations imposed by this paragraph are material. The obligations of this section
1682 shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may
1683 have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may
1684 have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using
1685 governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause.

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1688 INFORMATION USE AND DISCLOSURE – STANDARDS (TTC 2014)

1689 Cross-reference clause titled "Information Use And Disclosure."

1690 To the extent applicable:

1691 (a) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended.
1692 Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed
1693 to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental
1694 Unit is not a licensee.

1695 (b) The South Carolina Family Privacy Protection Act of 2002, as codified in Chapter 2 of Title 30 of the South
1696 Carolina Code of Laws, as amended.

1697 (c) The Identity Theft Reimbursement Fund, 2013 Act No. 101, § 97.12, 2013 S.C. Acts 503. .

1698

1699 Other standards which may be applicable include, but are not limited to, the following:

1700 (1) FISMA: Federal Information Security Management Act, 44 U.S.C. §§3541, et seq.

1701 (2) HIPPA: Health Insurance Portability and Accountability Act of 1996; Privacy Rule at 45 C.F.R. 160 & 164

1702 (3) FERPA: Family Educational Rights and Privacy Act, 20 U.S.C. §1232g

1703 (4) GLB: Gramm–Leach–Bliley Act; Financial Privacy Rule codified at 15 U.S.C. §§ 6801–6809

1704 (5) IRS Publication 1075

1705 (6) IRC § 6103(p)(4) (26 U.S.C. § 6103(p)(4))

1706 (7) FCRA: Fair Credit Reporting Act, 15 U.S.C. §§1681 et seq.

1707 (8) FACT Act: Fair and Accurate Credit Transactions Act, PL 108-159 (2003) (Disposal Rule at 16 CFR Part 682)

1708 (9) FTC: Regulations promulgated by the Federal Trade Commission collectively known as the "Red Flags Rule,"
1709 found at 16 CFR 681

1710 (10) CJIS: Criminal Justice Information Services Security Policy, published by Federal Bureau of Investigation,
1711 U.S. Department of Justice; current version 5.1 (July 13, 2012)

1712 (11) PCI DSS (Payment Card Industry Data Security Standard): the current version of PCI DSS published on the
1713 PCI SSC (PCI Security Standards Council) website

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1716 OFFSHORE CONTRACTING PROHIBITED (TTC 2014)

1717 No part of the resulting contract from this solicitation may be performed offshore of the United States by persons
1718 located offshore of the United State or by means, methods, or communications that, in whole or in part, take place
1719 offshore of the United States.

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1721

1722 OWNERSHIP OF DATA & MATERIALS (TTC 2014)

1723 All information, except unrestricted information, either furnished by or prepared for the State pursuant to this
1724 contract shall belong exclusively to the State.

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1727 SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE (TTC 2014)

1728 The Contractor must demonstrate that programs, policies and procedures are in place to securely collect, manage,
1729 store, process and access all government information (as defined in the clause titled "Information Security") that
1730 is collected or created as a result of the Contractor's performance of the work. In order for the State to accurately
1731 evaluate the strength and viability of the Contractor's security policies, procedures and practices related to data
1732 security, usage and privacy, Offerors must provide a thorough and complete written response to the Service
1733 Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation.

1734

1735 SERVICE PROVIDER SECURITY REPRESENTATION (TTC 2014)

1736 Offeror (i) warrants that the work will be performed, and any computerized infrastructure containing government
1737 information (as defined in the clause titled "Information Security") will be maintained in substantial conformity with

1738 the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with
1739 prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees
1740 that any material deficiency in operations from those as described in the Response to SPSAQ will be deemed a
1741 material breach of the contract.

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1744 SUBCONTRACTOR – IDENTIFICATION (TTC 2014)

1745 If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion
1746 either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause
1747 entitled "Information Security," if included, or (3) otherwise involves services critical to your performance of the
1748 work (err on the side of inclusion), your offer must identify that business and the work which they are to perform.
1749 Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number,
1750 and point of contact. In determining your responsibility, the state may contact and evaluate your proposed
1751 subcontractors.

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1753

1754 CONTRACTOR'S LIABILITY INSURANCE (MAR 2013):

1755 (a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina
1756 and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance
1757 against claims for injuries to persons or damages to property which may arise from or in connection with the
1758 performance of the work and the results of that work by the contractor, his agents, representatives, employees or
1759 subcontractors. (b) Coverage shall be at least as broad as:

1760 (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on
1761 an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no
1762 less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be
1763 twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the
1764 policy.

1765 (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos,
1766 hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury
1767 and property damage.

1768 (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's
1769 Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

1770 (b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of
1771 them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or
1772 operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in
1773 connection with such work or operations. General liability coverage can be provided in the form of an endorsement
1774 to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition
1775 of both CG 20 10 and CG 20 37 if a later edition is used.

1776 (c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as
1777 respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and
1778 volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using
1779 Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the
1780 Contractor's insurance and shall not contribute with it.

1781 (d) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and
1782 amendatory endorsements or copies of the applicable policy language effecting coverage required by this section.
1783 All certificates are to be received and approved by the State before work commences. However, failure to obtain
1784 the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
1785 The State reserves the right to require complete, certified copies of all required insurance policies, including
1786 endorsements required by this section, at any time.

1787 (e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be
1788 delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately
1789 upon receiving any information that any of the coverages required by this section are or will be changed, cancelled,
1790 or replaced.

1791 (f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to
1792 subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental
1793 Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that
1794 may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the
1795 State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

1796 (g) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may
1797 require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay
1798 losses and related investigations, claim administration, and defense expenses within the retention.

1799 (h) The State reserves the right to modify these requirements, including limits, based on the nature of the risk,
1800 prior experience, insurer, coverage, or other special circumstances.

1801 [07-7B056-1]

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1804 CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among
1805 the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit
1806 employment of unfit persons or persons not skilled in tasks assigned to them.

1807

1808

1809 CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):

1810 The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-
1811 professional services, and shall perform all other acts and supply all other things necessary, to fully and properly
1812 perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for
1813 any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all
1814 situations, including payment of all charges and the meeting of all other requirements.

1815

1816

1817 DEFAULT (JAN 2006):

1818 (a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor,
1819 terminate this contract in whole or in part if the Contractor
1820 fails to-

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1822 (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

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1824 (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

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1826 (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

1827

1828 (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be
1829 exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the
1830 Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

1831

1832 (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the
1833 Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor
1834 will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall
1835 continue the work not terminated.

1836

1837 (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the
1838 failure to perform the contract arises from causes beyond the control and without the fault or negligence of the
1839 Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either
1840 its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8)
1841 freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the
1842 control and without the fault or negligence of the Contractor.

1843

1844 (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
1845 beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the
1846 Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or
1847 services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery
1848 schedule.

1849

1850 (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the
1851 State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies
1852 and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively
1853 referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired

1854 for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also
1855 protect and preserve property in its possession in which the State has an interest.
1856

1857 (f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and
1858 Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted
1859 and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall
1860 set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under
1861 the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines
1862 to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
1863

1864 (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable,
1865 the rights and obligations of the parties shall, if the contract contains a clause providing for termination for
1866 convenience of the State, be the same as if the termination had been issued for the convenience of the State. If,
1867 in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience
1868 of the State, the contract shall be adjusted to compensate for such termination and the contract modified
1869 accordingly subject to the contractor's rights under the Disputes clause.
1870

1871 (h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided
1872 by law or under this contract.
1873

1874
1875 FORCE MAJURE: TTC. The contractor shall not be liable for any excess costs if the failure to perform the contract
1876 arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may
1877 include, but are not restricted to acts of god or of the public enemy, acts of the government in either its sovereign
1878 or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually
1879 severe weather but in every case the failure to perform must be beyond the control and without the fault or
1880 negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default
1881 arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or
1882 negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless
1883 the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time
1884 to permit the contractor to meet required delivery schedule.
1885

1886
1887 INDEMNIFICATION -- THIRD PARTY CLAIMS (NOV 2011): Notwithstanding any limitation in this agreement, and
1888 to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any
1889 and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs,
1890 expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death,
1891 or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired
1892 hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees,
1893 workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of
1894 them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims
1895 are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently
1896 determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification
1897 hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder
1898 are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or
1899 other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of
1900 indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or
1901 expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for
1902 nor against either party, and without regard to any clause regarding insurance. As used in this clause,
1903 "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political
1904 subdivisions and all their respective officers, agents and employees. [07-7B100-2]
1905

1906
1907 INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006) (a) Without limitation and notwithstanding any
1908 provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its
1909 instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents
1910 and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments,
1911 attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third
1912 party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such

1913 claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim
1914 so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary
1915 obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event
1916 an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the
1917 acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall,
1918 without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to
1919 use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing
1920 but only if the modification or replacement does not adversely affect the specifications for the acquired item or its
1921 use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item
1922 from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released
1923 from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i)
1924 that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor
1925 knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by
1926 Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's
1927 IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d)
1928 As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark,
1929 trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under
1930 this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing
1931 materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the
1932 termination, cancellation, rejection, or expiration of this Agreement.
1933
1934

1935 LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for
1936 obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits,
1937 inspections and related fees for each or any such licenses, permits and /or inspections required by the State,
1938 county, city or other government entity or unit to accomplish the work specified in
1939 this solicitation and the contract.
1940
1941

1942 OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation either prepared for the
1943 state pursuant to this contract shall belong exclusively to the State.
1944
1945

1946 PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement
1947 Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any
1948 request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the
1949 expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If
1950 approved, a price increase becomes effective starting with the term beginning after approval. A price increase
1951 must be executed as a change order. Contractor may terminate this contract at the end of the then current term if
1952 a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the
1953 Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting
1954 the requested price increase.
1955
1956

1957 PRICE ADJUSTMENTS – LIMITED BY CPI “All Items” (JAN 2006): Upon request and adequate justification, the
1958 Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the
1959 most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index
1960 (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The
1961 Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.
1962
1963

1964 RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of
1965 the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any
1966 obligation or liability on behalf of the other party.
1967

1968 PRIVACY – WEB SERVICES (JAN 2006): You agree that any information acquired by you about individuals or
1969 businesses that is available to you as a result of your performance of this contract shall not be retained beyond
1970 the end of the term of the contract without the express written consent of the government. Such information shall
1971 never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose

1972 other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with
1973 this clause.
1974
1975
1976 TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of
1977 this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The
1978 initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than
1979 the last date stated on the final statement of award.
1980
1981
1982 SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using
1983 Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-
1984 7B220-1]
1985
1986
1987 TERM OF CONTRACT – OPTION TO RENEW (JAN 2006): At the end of the initial term, and at the end of each
1988 renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice
1989 that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this
1990 contract expires no later than the last date stated on the final statement of award.
1991
1992
1993 TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract
1994 at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to
1995 terminate under this clause at least 180 days prior to the expiration of the then current term. [07-7B250-1]
1996
1997
1998 TERMINATION FOR CONVENIENCE (JAN 2006):
1999 (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of
2000 the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part
2001 of the contract terminated and when termination becomes effective.
2002 (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated
2003 work and on the date set in the notice of termination the contractor will stop work to the extent specified. The
2004 contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The
2005 contractor shall settle the liabilities and claims arising out of the termination of
2006 subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor
2007 to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The
2008 contractor must still complete the work not terminated by the notice of termination and may incur obligations as
2009 are necessary to do so.
2010 (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State
2011 in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such
2012 partially completed supplies and materials, parts, tools, dies, jigs,
2013 fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the
2014 contractor has specifically produced or specially acquired for the performance of the terminated part of this
2015 contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the
2016 possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this
2017 right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with
2018 the standards of Uniform Commercial Code Section 2-706. Utilization of
2019 this Section in no way implies that the State has breached the contract by exercise of the Termination for
2020 Convenience Clause.
2021 (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the
2022 termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such
2023 claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the
2024 Procurement Officer may pay the contractor, if at all, an amount set in
2025 accordance with Subparagraph (c) of this Paragraph.
2026 (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not
2027 exceed the total contract price plus settlement costs reduced by payments previously made by the State, the
2028 proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract
2029 price of the work not terminated;

2030 (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the
2031 contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate
2032 payments under this Subparagraph:
2033 (i) contract prices for supplies or services accepted under the contract;
2034 (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for
2035 accepted supplies or services;
2036 (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant
2037 to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii)
2038 of this paragraph;
2039 (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor
2040 under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the
2041 contractor reduced by the amount of payments otherwise made, the
2042 proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and
2043 the contract price of work not terminated.
2044 (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c)
2045 of this Paragraph using its standard record keeping system, provided such system is consistent with any
2046 applicable Generally Accepted Accounting Principles.
2047 (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not
2048 (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state
2049 beyond what it would have been if the subcontract had contained an appropriate clause.
2050
2051

2052 Records retention & right to audit: the state shall have the right to audit the books and records of the contractor
2053 as they pertain to this contract, both independent of, and pursuant to, s.c. code section 11-35-2220. Such books
2054 and records shall be maintained for a period of three (3) years from the date of final payment under the contract.
2055
2056

2057 The state may conduct, or have conducted, performance audits of the contractor. The state may conduct, or have
2058 conducted, audits of specific requirements of this bid as determined necessary by the state.
2059
2060

2061 Pertaining to all audits, contractor shall make available to the state access to its computer files containing the
2062 history of contract performance and all other documents related to the audit. Additionally, any software used by
2063 the contractor shall be made available for auditing purposes at no cost to the state.
2064
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2074

2075 **VIII. Bidding Schedule / Price-Business Proposal**

2076 2077 **PRICE PROPOSAL (JAN 2006)**

2078
2079 Notwithstanding any other instructions herein, you shall submit the following price information as a separate
2080 document: [08-8015-1]. Provide pricing information on the sheet below titled, "Price-Business Proposal Price
2081 Sheet".
2082
2083
2084

2085
 2086
 2087
 2088
 2089
 2090
 2091

Offerors must provide a total cost to include all work associated with the RFP.

Price-Business Proposal Price Sheet:

Complete ILS software, including but not limited to, Library Management System software, Library Cloud-based enrollment management software access and hosting. Provide total access and hosting cost for 12-month period.	\$
Implementation Costs:	
Migration costs: (Cost associated with migrating all current records to proposed solution):	\$
Travel-related expenses/costs for implementation services and migration services (NOT TO EXCEED): <i>NOTE: Offeror must include all costs for travel expenses associated with the Implementation and Migration services, and must provide an actual dollar amount. Incomplete information such as "to be determined", or any information provided other than an actual dollar amount will not be considered acceptable.</i>	\$
Annual Support for Year 1:	\$
Training costs:	\$
Travel-related expenses/costs for training services (NOT TO EXCEED): <i>NOTE: Offeror must include all costs for travel expenses associated with the training services, and must provide an actual dollar amount. Incomplete information such as "to be determined", or any information provided other than an actual dollar amount will not be considered acceptable.</i>	\$
Ancillary costs, for Year 1. Detail the specific costs.	
Total Cost: Initial Year:	\$

2092

Per year Annual cloud-based enrollment management software access and hosting cost, for Year 2:	\$
Per year Annual Support, for Year 2:	\$
Per year Ancillary costs, for Year 2: Detail the specific costs.	\$
Total Cost: Year 2:	\$
Per year Annual cloud-based enrollment management software access and hosting cost, for Year 3:	\$
Per year Annual Support, for Year 3:	\$
Per year Ancillary costs, for Year 3: Detail the specific costs.	\$
Total Cost: Year 3:	\$

Per year Annual cloud-based enrollment management software access and hosting cost, for Year 4:	\$
Per year Annual Support, for Year 4:	\$
Per year Ancillary costs, for Year 4: Detail the specific costs.	\$
Total Cost: Year 4:	\$
Per year Annual cloud-based enrollment management software access and hosting cost, for Year 5:	\$
Per year Annual Support, for Year 5:	\$
Per year Ancillary costs, for Year 5: Detail the specific costs.	\$
Total Cost: Year 5:	\$

2093
2094

GRAND TOTAL, YEARS 1 – 5: \$ _____

IX. Attachments to Solicitation

- 1. SERVICE PROVIDER SECURITY ASSESMENT QUESTIONNAIRE**
- 2. Bidders reference sheet**
- 3. I-312 – Non Resident Taxpayer Registration Affidavit**
- 4. Bidder's checklist**

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

Instructions: I. Attach additional pages or documents as appropriate.

II. As used in this Questionnaire, government information shall have the meaning defined in the clause titled "Information Security."

1. Describe your policies and procedures that ensure access to government information is limited to only those employees/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 employees and Contractors who have access to government information?
4. Describe and explain your security policies and procedures related to use of Contractors/sub -contractors.
5. List any certifications that you have that demonstrate that adequate security controls are in place to properly store, manage and process government information (for example, ISO or SSAE certifications). Will these certifications be in place for the duration of the contract? Will you provide the state with most recent and future audit reports related to these certifications?
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?
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? Do you log transactions and network activity? 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)

(printed name of person signing above)

(title of person signing above)

Date: _____

BIDDER INFORMATION

References:

Supply three (3) references of government agencies and/or firms for whom bidder has provided similar services during the last two (2) years:

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

1350



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

I-312
(Rev. 4/27/10)
3323

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

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

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (doing business as):

3. Mailing Address: _____

4. Federal Employer Identification Number (FEIN): _____

5. _____ Hiring or Contracting with:
Name: _____
Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____
Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____

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

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

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

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both. Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

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

If Corporate officer, state title: _____

(Name - Please Print)

33231028

INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 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.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

Our Internet address is: www.sctax.org

BIDDER'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

Review this checklist prior to submitting your bid.
If you fail to follow this checklist, you risk having your bid 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 TO MAKE SURE YOUR BID 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 HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE BID 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 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 INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK *AGAIN* TO ENSURE YOUR BID 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 CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

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