

	<b>State of South Carolina</b>  Request for Proposal	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	5400019402 06/12/2020 SHEILA O. WILLIS, CPPBS (803) 737-4417 swillis@mmo.sc.gov SFAA, Div. of Procurement Services, ITMO 1201 Main Street, Suite 601 Columbia SC 29201
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DESCRIPTION: **Enterprise Resource Planning (ERP)System**

USING GOVERNMENTAL UNIT: **Greenville Technical College**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/05/2020 11:00:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **08/14/2020 16:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: If submitting on-line – One (1) Technical Copy marked “Original”, One (1) Business/Price Copy marked “Original”, One (1) Redacted Technical Copy marked “Redacted”. If submitting a hardcopy - One (1) Technical Hardcopy marked "Original", One (1) Electronic Technical Copy marked "Copy", One (1) Redacted Electronic Technical Copy marked "Redacted", One (1) Business/Price Hardcopy marked “Original”, and One (1) Electronic Business/Price Copy marked “Copy” See “Submitting Redacted Offers” provision Section IV., “Submitting Confidential Information” Section II.A., & “Electronic Copies-Required Media & Format” provision Section II. B. **Initial here \_\_\_\_\_ if a redacted copy is NOT necessary**

<b>CONFERENCE TYPE:</b> Not Applicable <b>DATE &amp; TIME:</b>  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	<b>LOCATION:</b> Not Applicable
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <b>02/10/2021</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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<p>You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred and eighty (180) calendar days after the Opening Date. (See "Signing Your Offer" provision.)</p>	
<b>NAME OF OFFEROR</b>  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
<b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	<b>DATE SIGNED</b>
<b>TITLE</b>  (business title of person signing above)	<b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
<b>PRINTED NAME</b>  (printed name of person signing above)	<b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)
<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) (See "Signing Your Offer" provision.)  <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____  <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)	

## PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

Area Code -

Number - Extension Facsimile

E-mail

Address

PAYMENT ADDRESS (Address to which payments will be sent.)  
(See "Payment" clause)

ORDER ADDRESS (Address to which purchase orders will be sent)  
(See "Purchase Orders and "Contract Documents" clauses)

Payment Address same as Home Office Address

Payment Address same as Notice Address **(check only one)**

Order Address same as Home Office Address

Order Address same as Notice Address **(check only one)**

### ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date						

DISCOUNT FOR PROMPT PAYMENT  
(See "Discount for Prompt Payment" clause)

10 Calendar Days (%)

20 Calendar Days (%)

30 Calendar Days (%)

Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

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## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (MODIFIED)**

It is the intent of the State Fiscal Accountability Authority (SFAA), Division of Procurement Services (DPS), Office of State Procurement (OSP) to solicit offers from qualified vendors and establish a contract for the implementation, training and ongoing support of an integrated Enterprise Resource Planning (ERP) system for Greenville Technical College in accordance with all requirements stated herein. The system should provide a comprehensive Student Information System (SIS), include ancillary products and professional services, all of which will replace the College's current student, financial, and human resources enterprise information systems. This system should include a focus on the current and future needs of continuing education and the credit programs and services of the College.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

Start date: 02/20/2021 End date: 02/19/2028. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The seven (7) year maximum contract period consists of a two (2) year initial term plus five (5) additional one (1) year options to extend.

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

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

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

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

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### **AUTHORIZED AGENT (FEB 2015)**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

## **AWARD NOTIFICATION (MODIFIED)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

## **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

## **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification,

in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/codereg/statmast.php>  
[02-2A040-2]

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

**To keep social distancing in compliance with the Governor's Executive Order, the SFAA encourages vendors who wish to attend the proposal opening to do so by conference call. Vendors may take part by dialing:**

**Access Phone Number: 1-800-753-1965  
Access Code: 7371511**

## **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

## **DUTY TO INQUIRE (FEB 2015)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

## **ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

## **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

## **OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

## **PROTESTS (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

## **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

## **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment,

whichever is applicable. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions must be submitted in writing and received by the Procurement Manager for this solicitation no later than **August 14, 2020 at 4:00 PM.**

Email is the preferred method for submitting questions to the procurement officer. Title the "Subject" line of your email "Questions 54000XXXXX". Questions must be submitted in an easily copied format such as MS Word.

Email: [swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 737-0639.

## **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

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

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

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

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

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or

descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

## **SIGNING YOUR OFFER (JAN 2004)**

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

## **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

## **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm> ) [02-2A145-1]

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)**

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

### **LIVE DEMONSTRATION REQUIREMENTS**

The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP pursuant to Phase One (I) evaluations will be required to give a live demonstration of their proposed solutions. It is preferred that the demonstration will be performed 'in person' at Greenville Technical College in Greenville, SC (address will be provided at a later date) and any travel related expenses incurred by the Offeror are the sole responsibility of the Offeror; or the Offeror may conduct the demonstration through a web conferencing solution such as GoToMeeting or an equivalent product. If the Offeror chooses the web conferencing solution option, the Offeror understands it may impact the presentation style and will take all potential technical issues into consideration. The SFAA, Division of Procurement Services will notify the three (3) highest ranked responsive and responsible Offerors with a mathematical chance of bidding the highest ranked Offeror of this RFP, pursuant to Phase One (I) ranking, as quickly as possible to schedule a specific date and time. A demonstration given by an Offeror under this section is permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors.

- A. The activities of the Offeror should be limited to a demonstration of the capabilities and methods described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information or show products/features not included in their proposal. Negotiation is not permitted at this stage in the procurement stage in the procurement process and an Offeror may not change its proposal during the demonstration.
- 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. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.
- C. The 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, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- D. A demonstration script will be used to assist Greenville Technical College in reviewing your response and to gauge how well your solution meets Greenville Technical College's goals and objectives. Please prepare to present information on the items listed on the demonstration script. The time allotted for the demonstration shall not exceed one (1) hour thirty (30) minutes, which includes the demonstration and further clarifications/questions and answers.
- E. If there is a portion of the demonstration agenda which your system does not accommodate, please state this during your demonstration and move on to the next agenda item. Failure to review or acknowledge items on the demonstration agenda may result in failing the demonstration.
- F. The Offeror will present their demonstration and shall supply all components required in order to perform the demonstration. The State will provide a projection screen and ensure internet connectivity.

## **MAIL PICKUP (JAN 2006)**

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

## **ON-LINE BIDDING INSTRUCTIONS (MAR 2015)**

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

**Only offers with a status of "submitted" have been received by the State.**

**Offers with a status of "saved" have not been received.**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted. [02-2B105-2]

**If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001. The Procurement Officer is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.**

## **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

## **PROTEST - CPO - ITMO ADDRESS (MODIFIED)**

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

(a) by email to: [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov), or

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

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **STATEMENT OF WORK**

The College's overall goal is for the procurement, implementation, training, and ongoing support of an integrated Enterprise Resource Planning (ERP) system. The comprehensive system being sought will replace the College's current student, financial, and human resources primary enterprise information systems and provide a comprehensive student information system. In addition, the ancillary products, applications, and professional services that will replace existing products or enhance business processes and/or improve service delivery would be ideal.

To this end, the College is seeking creative solutions that will address the following:

- Replacement of the current legacy ERP system(s) with new state-of-the-art solutions which includes a comprehensive Student Information System
- Implementation of these solutions
- Provision for long term maintenance of the proposed solutions that is cost-effective and sustainable
- A plan for all tasks associated with migration from the legacy system(s) to include the complete installation, business process alignment, data conversion, project management, and training for technical staff and end users for the proposed solution
- Hardware configuration with alternate cost proposal of same or fully hosted system

It is envisioned that the proposed solution can be implemented within a two (2) year time frame from the start of implementation for all ERP and SIS solutions. The College would anticipate shorter time periods for subsets of services or products if a phased approach is used for implementation of proposed solutions.

#### **INTRODUCTION**

The College's ERP and SIS are currently operated on a legacy system running on SQL Server and Oracle database package systems with a series of ancillary applications with limited capacity to meet our ongoing needs. Within the ERP system this includes Human Resources, Payroll, Talent Management, Finance and reporting. The student information part of the system includes Financial Aid, Student and a customer relationship management module.

#### **PROFILE OF THE COLLEGE**

Founded in 1962 as the first of sixteen colleges in the South Carolina Technical Education System, Greenville Technical College (GTC) is a comprehensive technical and community college in Greenville, South Carolina. The college mission is to *transform students' lives and help the community thrive by providing world-class, affordable education to students and building an educated engaged workforce committed to life-long learning.*

Enrolling over 11,000 at the end of the fall 2019 term, GTC is an open-access institution with broad experience in meeting the needs of students from diverse socioeconomic and educational backgrounds. In addition to first-time college students, GTC serves many individuals who are non-traditional for higher education, including single-parents, career changers, and veterans, as well as those with special needs such as English as Second Language students and students with disabilities.

The college offers seven academic schools that align with the career clusters offered by Greenville County Schools. GTC's schools are: Academic Advancement; Advanced Manufacturing and Engineering Technology; Arts and Sciences; Aviation, Construction and Transportation; Business and Computer Technology; Education and Professional Studies; and Health Sciences. Multiple academic programs within these schools correlate with the industries targeted for growth by local economic development agencies, including the Greenville Area Development Corporation and the Upstate SC Alliance. GTC also provides non-credit career advancement and professional development training through the Economic Development and Corporate Training division.

GTC offers classes on four campuses (Barton, Benson, Brashier, and Northwest) and three additional locations (the Center for Manufacturing Innovation, the South Carolina Technology and Aviation Center, and McKinney Automotive Center). In addition, GTC offers dual credit courses designed for motivated high school juniors and seniors, who seek academic challenges and want to get a head start on advanced academic goals. GTC continues to educate the workforce, offering a wide range of options including traditional classes, online courses, and blended courses.

## **COLLEGE DEMOGRAPHICS**

Greenville Technical College's vision is to be a primary driver of economic growth through workforce development, by collaborating with community and business leaders. As one of the top 44 major employers in Greenville County, GTC prides itself on being a world-class learning institution that seeks to provide diverse employment and educational opportunities for the citizens of Greenville County.

<b>2018-19</b>	
Annualized Credit Enrollment	13,282
<i>Source: EDSS ANN101</i>	
Full-time Faculty	319
Part-time Faculty	470
	<b>789</b>
<i>Source: IPEDS HR 2018-19</i>	
Full-time Staff	348
Part-time Staff	212
	<b>560</b>
<i>Source: IPEDS HR 2018-19</i>	

- Annualized Continuing Education Enrollment 9,726 (2017-18)

*Source: EDSS ANN110*

## **PROBLEM STATEMENT**

Offeror's solution should be based on current architecture that can support all student information needs of the college, including continuing education and the credit programs as well as administrative business and back-office functions. The solution should improve the ability to use data in reporting, dashboards, and business analytics across a common system. The college would like to improve disaster recovery abilities with a hosted solution.

### **A. Overall Goal of the College**

The College is eager to enhance its efforts in the following areas:

- Recruitment and enrollment of students
- Online application(s) for students
- Arrangement of class rosters and schedules or interfaces to systems such as 25Live Collegenet
- Development, storage and transmittal of transcripts
- Administrative support for instruction
- Production of bills and payrolls
- Tracking and analysis of accounts
- Purchasing and tracking of inventory
- Organization, recruitment, management and storage of faculty and staff employment records
- Streamlining business processes
- Responsiveness to state/federal/reporting requirements
- Improved services for students, faculty and staff

- Greater access to important resources
- Improved productivity using web-enabled applications and document management
- Efficient access to data, information and transaction processing through a portal
- Implement a comprehensive Student Information System, to enhance accountability throughout the College

At a minimum, this solution shall provide the procurement of a robust student, human resources, and financial information system that has seamless integration to existing third party applications with web self-service applications, along with a portal solution that will provide a single common point of entry to all applications. The proposed solution should share the use of an integrated, relational database management system. Offeror's solution should provide an integrated system that responds to and supports GTC's culture of service excellence, beginning with our employees.

## **B. Business Challenges and Transformation Needs**

The impending retirement of the current Ellucian Colleague system, as well as the personnel to support such products, has created an urgent need to seek an SIS/ERP that will support the college's needs now and many years into the future. These factors, combined with the desire of the College to adopt the best practices of other institutions of higher education to support the constantly changing needs of our technology-minded students, take advantage of new technology, and to provide real-time accountability and comprehensive reporting, has prompted the need for a new solution.

The proposed system will replace the outmoded legacy administrative system with a more flexible, adaptive solution that delivers and enables new processes and services which integrate with existing technology. A new solution should allow integration with new technologies much more quickly, easily, and economically.

The following are some of the major limitations of the current administrative system, which a new ERP system should address:

- Inability to provide the most up-to-date information in an intuitive, graphical, user-friendly interface that will result in consistent data that allows the college to improve business processes and planning.
- Lacks a seamless integration between technology and learning, hampering faculty access to student data for teaching and advising, mining information, and creating reports related to grading, retention, admissions, and similar academic endeavors.
- Limited automation or workflow of student information and business functions within the current system.
- Currently Credit and Non-Credit students are not in the same ERP / SIS systems thus impeding the college's ability to provide a seamless student experience. Also, business inefficiencies exist, and staff resources are wasted attempting to align credit/non-credit business functions.

## **C. Focus on the Customer and Business Users**

The College desires a system with the following:

- User friendly system(s) for students, companies and internal users
- Personalized branding for the College
- Pushes key metric information to common Dashboards
- Reporting system should be user friendly
- Around the clock access and end-device independent
- Address ADA / 508 compliance issues within solution
- Administrative and academic process streamlined to allow faculty and staff to focus on value-added work

## **D. Transform Business**

The College desires a system that provides:

- Centralized data for common access by the college
- Seamless transition through the Student life cycle from prospect to graduate and beyond.
- More than a transactional batch type system
- Solutions are client and process centric, not organization centric

## **E. Integrations**

The proposed solution must seamlessly integrate or have other options that will address the following existing applications:

- Blackboard Learning Management System
- ImageNow (Hyland – Document Imaging system or like solution)
- OneCard – or similar systems that may be available
- Ability to work with print management systems such as Paper Cut
- Support single sign-on to base system, other systems, and portal application
- Integrate with Bookstore P.O.S. system (Total Computing System)

## **F. Services**

The College requires the following services be included in the proposed solution as needed to support successful implementation and ongoing operations:

- Training for technical staff
- Training for end users
- Functional consulting
- Project management
- Business process review, revision, and integration as it relates to the selected solution (s)
- Data conversion
- Maintenance
- Other value-add services as required

## **G. Functional and Technical Capabilities**

The proposed enterprise software solution should at a minimum meet all the following functional capabilities:

Include all components to support and implementation services for Student Systems, Human Resources, Financial and Business Solution, Business Intelligence, and a Student Information System that can be used by and for continuing education or credit students. Systems should comply with industry-based privacy, financial, and information security regulations and standards (e.g. FERPA, HIPAA, Gramm-Leach-Bliley, and Sarbanes-Oxley).

The proposed solution shall meet all the following technical capabilities:

- Ancillary systems must support either Microsoft SQL Server or the RDBMS provided with the ERP solution if the system is not fully hosted.
- Provide for multiple levels of data security and ensures the integrity of the data being entered as well as data in transit and at rest.
- Support native interfaces to Active Directory / ADFS / SAML for security access.
- Operate in a high availability (or clustered) system environment supporting twenty-four seven (24x7) system availability.
- Operate in VMware's current virtual server environment if not fully hosted.
- Offeror must have one system that will meet all requirements specified in this RFP.
- Solution should support Financial Aid updates and modification to code in a timely manner.

## **H. Student Information System**

Provide an integrated system that responds to and supports GTC's culture of student access and success through supporting each students' personal growth and development. Proposed solution should have one system for credit and non-credit students.

Solution should include seamless integration of all credit and non-credit program areas for each of the following:

- Student records
- Definition of the College calendar
- Advising
- Registration
- Course inventory
- Course catalog
- Grading and class roster
- Degree audit and transcript production
- Prospect recruiting
- Record and process disciplinary and other matters pertaining to student and academic life while enforce student accountability
- Support of enrollment and instructional management, including curricula, instructional facilities, and assignment of faculty, workload and seats analysis

#### **I. Peak Time Solutions (post-implementation)**

As is typical on college campuses, the College experiences high demand during certain times of the year, registration for the fall and spring semesters. Solutions must be capable of meeting acceptable performance during seasonal peak times.

#### **J. Student Finance**

Provide a fully automated, integrated solution to ensure comprehensive functionality for the following:

- Cashiering system handling all college monies, whether through the mail, phone, web or in person transactions (cash, checks, credit/debit cards)
- PCI / DSS (Payment Card Industry Data Security Standard) Compliance
- Allow for the proper recording of all non-tuition and fees-related transactions in an automated environment fully integrated with Student Records and Finance Systems
- Accounts Receivable management system fully integrated with Student Records and Finance Systems that ages receivables, streamlines, and automates due diligence collection efforts, allows for notes and history files, etc.
- Allow for accurate and automated reconciliations of all cash between the College, banking institutions, state agencies and others.
- Allow for web transactions thru e-bills, e-payments, etc.

#### **K. Financial Aid**

Provide an automated and fully integrated Financial Aid Management System for administering federal, state, and institutional funds. Provide timely and accurate patches and updates as modifications occur. Will provide current South Carolina Lottery code on request.

#### **L. Human Resource and Payroll System**

Provide a solution that supports the following employment lifecycle processes:

- Employee recruitment, hiring, onboarding, and records maintenance
- Benefits, termination, position control
- Process time and labor, track time and attendance, and monitor/approve absence time (i.e. annual leave, sick leave, compensatory time, etc.)
- Internal training management
- Faculty credentialing
- Web-based recruitment and tracking
- Web-based employee and faculty performance system
- Web-based time and attendance management system.

- Rules-based payroll management system, which will ensure compliance with current Federal and State compensation rules
- Calculate payroll, taxes, disposable income, and garnishments

Offeror should provide a comprehensive ERP system that seamlessly integrates the employee, student and business operations of the college. Such a system would ideally provide timely and relevant data and reporting capabilities for administration to assist with evidenced based decision making.

## **M. Finance System**

Provide a solution that supports the following activities:

- Chart of accounts, general ledger accounting, budgeting, accounts payable, and accounts receivable
- Capital projects repository, purchasing including solicitation management, catalogs, and contract management
- Inventory control and asset management
- Financial reporting
- Electronic workflow, forms, and payment
- Fully integrate with the Human Resources and Student Systems

## **N. Business Intelligence**

- Provide direct solutions or identify third party software solutions which will allow the College to perform detailed data mining for reports and dashboard technologies. If third party software is required, the college will procure as needed.
- Include graphic capabilities and ease of use
- Solution should have capability to utilize existing data, to be clearly articulated prior to the final implementation

## **O. Data Warehousing and Reporting**

- Provide data warehousing and reporting capabilities to include the establishment, interface and migration of transaction data to a contractor supported data warehouse
- Report writing capabilities that range from daily transaction reporting as well as complex multi-level and multi-dimensional querying and reporting, covering a wide range of export and report capabilities utilizing a flexible, intuitive report builder

## **P. Document Imaging**

Document imaging is an integral part of workflow at the College and is used by a wide variety of constituents across campus.

- Offeror's solution should support a large database of stored images that are seamlessly accessed via application programming interface(s) from the application software
- Intuitive ease of operation is of major importance
- The proposed system should work with ImageNow – (Hyland system) or like product for imaging needs.

## **Q. Workflow**

- Provide for the automation of business processes using a workflow engine, workflow modeling and workflow definition tool that will allow the College to automate many multi-step processes
- Provide the mechanism utilized for authentication, security, access, and routing of information, documents, and approvals using work flow

## **R. Portal**

GTC envisions access to the college's portal as one that enables prospects, students, faculty, staff, parents, and alumni to access a variety of transactions, information resources, on-line tools and services in a secure, consistent and customizable manner.

With that in mind, the ideal solution should include:

- An integrated and scalable portal solution
- Transactions, resources and services that serve faculty, staff and student needs, responsive based on their role
- Examples include: admissions, registration, fee payment, transcript requests, academic history queries, student program evaluations, grade entry and changes, change of demographic information including mailing address, viewing of financial aid awards, timekeeping management, viewing of class rosters, accessing e-mail, course management software, and other information
- On-line source of personalized college communication
- Community building tools that can help foster relationships among campus constituencies

## **S. Information Security**

- Offeror's solution must provide a robust hierachal security infrastructure that allows the college's technical staff to meet and exceed Gramm-Leach-Bliley (GLBA) compliance now and in the future.
- This solution shall include screen and element access according to various criteria, including, but not limited to, user's need for functionality, and/or user group, and/or user type, and/or user's position in a hierarchy.

## **PROJECT MANAGEMENT METHODOLOGY**

The State has adopted a project management methodology based on principles set by the Project Management Institute (PMI). It is strongly believed that a competency in sound project management principles is critical to the success of any project awarded by the State. Therefore, the successful Offeror shall demonstrate a competency in this area, including project management methodology, supporting tools, and qualified project managers. This may include but is not limited to preparing status reports, attending status meetings, and provide meeting summaries. Offerors shall provide a detailed project plan that is documented with dates, detailed tasks, and dependencies.

## **IMPLEMENTATION PLAN**

The first phase of this entire project will be the implementation plan. The successful offeror will be required to provide the College a detailed implementation plan to include all accepted segments, milestones, and deliverables reflecting all aspect of this contract.

### **A. Implementation Services**

The successful offeror will provide a high-level project management and implementation services for all products procured and their integration into existing software applications. In the event the contractor chooses to subcontract with a third-party service provider for any part of the implementation, the specific nature of these services shall be identified, to include reasons for the exception. If this third-party involvement should occur, the primary contractor will be accountable for the quality and timeliness of the services rendered by that third-party provider.

The specific segment implementation plan is critical to the overall success of this project. To accomplish this goal, the College is seeking an all-encompassing Implementation Plan including project management.

### **B. Travel Expenses**

The state will reimburse contractor for travel expenses contractor actually incurs. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of this contract. Reimbursement is contingent upon submittal of paid receipts on a monthly basis. Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. Travel expenses must be pre-approved by the College. Reimbursements are allowed only in accordance with the travel regulations established for State employees. (See <https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures> and review Disbursement Regulations.) Meal costs may not exceed \$35 per day in S.C. Rates for lodging may not exceed the current maximum lodging rates, excluding taxes,

established by the US General Services Administration (<https://www.gsa.gov/travel-resources>). Mileage will be reimbursed at the current rate for SC Employees in effect at the time of travel.

### **ONGOING MAINTENANCE/SUPPORT**

Offeror must provide robust post-implementation support plan that demonstrates an ongoing successful partnership with GTC. Such a plan would provide the utmost confidence to GTC that offeror is committed to ensuring solution is aligned with College's service excellence vision to consistently surpass student and business expectations.

#### **A. Ongoing Internal Functional and Technical Support:**

Offeror should provide recommended make-up of the internal (College) functional and technical support team post implementation.

- Define optimal number of technical staff, skill sets, and levels required to adequately maintain the system post-implementation once partner has handed off to GTC.
- Define "super user" content area subject matter experts by functional area needed post implementation to ensure ongoing success.

#### **B. Upgrades:**

The successful offeror's obligations to provide upgrades as part of maintenance services shall include, without limitation, access to "Major Version Upgrades" and "Successor ERP/SIS Products" at no additional charge outside of standard yearly maintenance and support fees.

#### **C. Disaster Recovery Services:**

The Offeror shall provide an off-site (within the Continental United States) disaster recovery strategy to cover the College from critical systems failure or catastrophic event that would damage or destroy the Data Center and computing equipment.

#### **D. Operational Manuals**

Offeror shall provide five (5) detailed and comprehensive operational manuals of the proposed ERP /SIS system to include all components or individual modules.

#### **E. Other Deliverables:**

After award, all deliveries shall be made, and all services provided to the location specified by the Using Governmental Unit in its purchase order.

### **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Greenville Technical College  
506 South Pleasantburg Drive  
Greenville, SC 29607**

[03-3030-1]

### **OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide five operational manuals for each item acquired. [03-3055-1]

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

### **INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)**

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (MODIFIED)**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

1. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the State's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants/subcontractors).
2. Functional Technical Overview: Offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the current environment and scope of the project. Describe how the proposed solution will improve the College's current environment by: replacing the legacy system with a single, integrated system encompassing all the major functional areas of the institution; seamlessly integrate with existing third party vendors; providing a more "user-friendly" system that will improve the user experience for students, faculty, staff, and donors; improving the accuracy, availability and security of critical system data; automating and streamlining processes that will eliminate manual and duplicate efforts. Offerors should address how their solution can meet the College's critical need in the area of document imaging.
3. Technical: Your offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the College's current and future technical environments relating to the scope of the project. Please discuss where relevant any environmental requirements for the proposed solution.
4. Hardware: Provide optimal specifications and configuration for all hardware necessary to implement total proposed solution using criteria stated in the Technical Information section. Include any environmental requirements.
5. Training: Explain any proposed training solution. Include plans for training new employees beyond the initial training cycle, employee readiness evaluations, training feedback, student-instructor ratios, duration of training, etc. Include plans for updating and maintaining training plans, system documentation, operational documentation, etc. For the duration of the implementation or term of the contract as appropriate. Include any other training solutions that are available.
6. Recommended Training: Describe the strategy, methodology and plan for the proposed Training solution, which best suits the College's organizational size and complexity during implementation and throughout the life of the product. This solution should focus on the lowest risk option that ensures the College's greatest level of success based on industry experiences at other higher educational institutions.
7. Attachment A – Technical Quality Spreadsheet: The Technical Quality Spreadsheet consists of questions or features for various areas of the solution. Offerors should complete this spreadsheet to indicate the degree, completeness, and suitability of the Offeror's solution.
8. Project Management: Provide a high-level project plan with timelines for implementation and milestones. Is the implementation team in-house or 3<sup>rd</sup> party? If Offeror will use a 3<sup>rd</sup> party, Offeror must submit company name and address.
9. Describe the implementation process including conversion of data and process for pulling historical data into the new system.

10. Define optimal number of technical staff, skill sets, and levels required to adequately maintain the system post-implementation once partner has handed off to GTC.

11. Define "super user" content area subject matter experts by functional area needed post implementation to ensure ongoing success.

12. Maintenance and Support Programs:

Specify the nature of any post-implementation an on-going support provided by the Offeror including:

- Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed. Define differentiators between levels, such as gold versus silver.
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module. Offeror's obligations to provide upgrades as part of maintenance services shall include, without limitation, access to "Major Version Upgrades" and "Successor ERP / SIS Products" at no additional charge.
- Identify any software costs that are not included in annual ongoing maintenance and support fees.
- Any anticipated mid-implementation upgrades. If any are planned, the estimated work effort and related costs associated with such tasks should be included in the proposal.
- Availability of user groups and their geographic areas.
- Define the process to report problems with system, including escalation processes, how resolutions are tracked, and resolved.
- Define the process for how "Bug" fixes and patches are addressed.
- Define how support is provided for third-party solutions.
- Define what addition support may be available that has not been mentioned. (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base)
- Data conversion requirements should include who is responsible for developing any data conversion programs, the acceptable level of conversion, how many records are to be converted, who is responsible for entering any records that do not convert properly, etc.
- Service level agreements (SLA) with performance commitments. If appropriate, include industry standard response times and performance requirements for normal business processing and/or critical business processing as appropriate.
- Offeror should define target percent of system availability up-time and service recovery options for downtime.
- Offeror shall provide an off-site (within the Continental United States) disaster recovery strategy to cover the College from critical systems failure or catastrophic event that would damage or destroy the Data Center and computing equipment.
- Back-up plans for proposed network, data, and systems outages and disruptions, if appropriate.
- Describe Warranties --include all functional, performance, and quality of workmanship warranties.
- Total cost of ownership --provide anticipated cost of purchasing, owning, operating, maintaining, and supporting the proposed solution for the total potential term of the contract. Include a detailed accounting of the total cost of ownership.

13. Vendor Qualifications

- Include a discussion of the overall acquired experiences your company, products and services have gained in the higher education industry. Include the total number of customers that use your solution. Indicate the number or percentage of your customers that are higher education institutions. Is your company's sole vertical higher education?
- Please supply your total client list of higher education customers running your total integrated ERP system, detailing the version that is currently in production, the modules that are in production, the number of years that system has been in production along with the contact information for each client.
- Provide a description of the top three (3) related customer implementations which most resemble the College, detailing the version that is currently in production, the modules that are in production, the number of years that system has been in production along with the contact information for each client.
- The Offeror must be able to provide references for successful conversions to the proposed platform. References

should include, but not limited to the following contact information:

- Client name
- Client address
- Contact name
- Telephone number
- Email address
- Brief summary of the project including the date of installation

- What is the number or percentage of your customers that are higher education institutions?

### **MINORITY PARTICIPATION (DEC 2015)**

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No

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

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

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

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

- [ ] Traditional minority
- [ ] Traditional minority, but female
- [ ] Women (Caucasian females)
- [ ] Hispanic minorities
- [ ] DOT referral (Traditional minority)
- [ ] DOT referral (Caucasian female)
- [ ] Temporary certification
- [ ] SBA 8 (a) certification referral
- [ ] Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

### **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015)**

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

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. [04-4027-1]

### **SUBMITTING REDACTED OFFERS (MAR 2015)**

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

- The Student, HR-Payroll, Finance, and Business Intelligence modules (or predecessor versions of those modules) must have been in full production at a minimum of five (5) higher education institutions for at least three (3) years.
- Have successfully provided the proposed ERP/SIS system via SaaS or hosted system for a two- or four-year institution of higher education with similar complexity of system integration to Greenville Technical College. (e.g. Include comprehensive HR, Payroll, financial ERP which integrates seamlessly with SIS business operations, and student-facing systems such as common LMS platforms.
- Solution should support South Carolina state requirements such as South Carolina Lottery and other state or federal requirements.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

### QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

## **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

## VI. AWARD CRITERIA

### AWARD CRITERIA -- PROPOSALS (JAN 2006)

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

### AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

### COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

### DISCUSSIONS AND NEGOTIATIONS - REQUIRED (FEB 2015)

No award will be made to an offeror until after negotiations have been conducted with that offeror. As provided in Section 11-35-1530, negotiations must begin with the highest-ranking offeror; accordingly, submit your best terms from both a price and a technical standpoint. In addition, make sure your offer is responsive; the State will not evaluate or negotiate with a non-responsive offeror, and ordinarily, nonresponsive proposals will be rejected outright without prior notice. The State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial offer, but only if your initial offer is responsive. If a satisfactory contract cannot be negotiated with the highest-ranking offeror, the State may elect to conduct negotiations with other offerors. As provided in Section 11-35-1530(8) the State also may elect to make changes within the general scope of the request for proposals and provide all responsive offerors an opportunity to submit their best and final offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals. [06-6059-1]

### EVALUATION FACTORS -- PROPOSALS (JAN 2006)

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

Two sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not include the demonstration of product capability. Offerors with a mathematical possibility of being the highest ranked Offeror after scoring of Phase I will be required to provide a demonstration of their proposed solution and will be evaluated against the Phase II set of criteria indicated below. The Phase II criteria includes the demonstration only.

#### PHASE I

1. Functional and Technical Capabilities: The completeness and suitability of the Offeror's proposed solution to meet or exceed the defined Business Challenges and Transformation Needs of this RFP.
2. Information Technology Resources/Support/Implementation Service: A thorough and detailed explanation as to the amount of technical support (staffing) required by the College for initial implementation and for ongoing support. Offerors are to include detailed explanation as to the integrative capability and security surrounding the system. A thorough and detailed presentation of all implementation support to be provided to the College throughout the entire implementation, including training.

3. Business Proposal: The value of the proposed solution to meet or exceed the needs of this solicitation with specific respect to Total Cost of Ownership, Risk Analysis, Risk Mitigation, Risk Sharing and Performance Incentives. Offerors are to identify all costs associated with this project.

4. Offeror's Qualifications: The completeness and suitability of the Offeror's proposed solution to meet the needs of this RFP. The Offeror's financial responsibility and financial strength must reflect sound financial stability; the Offeror's experience and references must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size and scope.

After the evaluation of the Phase I criterion, the criteria scores will be calculated, and the average score will not exceed one hundred (100) points. The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP pursuant to Phase I evaluations, with the allowable demonstration criteria points being considered, will be required to provide a demonstration of their proposed solution and will be evaluated in Phase II. The total points from Phase I and Phase II will be added to determine the highest ranked Offeror. If only one (1) Offeror is invited to demonstrate, the demonstration will be evaluated based upon a pass/fail assessment.

## **PHASE II**

### **1. Demonstration:**

Demonstration of capabilities and methods described in the Offeror's written proposal to meet the needs of the College as defined in this RFP.

TOTAL from Phase I and Phase II

[06-6065-1]

### **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

## **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

## **EQUAL OPPORTUNITY (JAN 2006)**

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

## **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

## **FIXED PRICING REQUIRED (JAN 2006)**

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

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

## **NOTICE (JAN 2006)**

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

paragraph. [07-7A050-1]

## **OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

## **PAYMENT and INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

## **PUBLICITY (JAN 2006)**

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

## **PURCHASE ORDERS (JAN 2006)**

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

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

## **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax

collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

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

#### **WAIVER (JAN 2006)**

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

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **BANKRUPTCY - GOVERNMENT INFORMATION (FEB 2015)**

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

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

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;  
(b) method of shipment or packing;  
(c) place of delivery;  
(d) description of services to be performed;  
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,  
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

### **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. [07-7B035-1]

## **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.

### **TBD after award**

[07-7B040-1]

## **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE-SOFTWARE LICENSING-SINGLE AGENCY (FEB 2015)**

Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements-Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. Further, the document titled *South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software - Single Agency*, which is attached hereto as an exhibit, is offered as information only and does not form part of the contract. [07-7B042-1]

## **CONTRACT LIMITATIONS (JAN 2006)**

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

## **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

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

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

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

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

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the

State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

## **CONTRACTOR'S LIABILITY INSURANCE - INFORMATION SECURITY AND PRIVACY (FEB 2015)**

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

(a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

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

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

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

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

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

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

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

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

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

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

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

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

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

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

(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

### **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

### **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

### **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

## **ILLEGAL IMMIGRATION (NOV 2008)**

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

comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

## **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)**

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

## **INDEMNIFICATION - THIRD PARTY CLAIMS - DISCLOSURE OF INFORMATION (FEB 2015)**

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

## **INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)**

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

claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

## **INFORMATION SECURITY - DEFINITIONS (FEB 2015)**

The following definitions are used in those clauses that cross reference this clause.

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**Government information** means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public information** means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

**Third party** means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

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

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

## **INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)**

(a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. In addition, as used in this clause-

**Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage

capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

**Intrusion** means an unauthorized act of bypassing the security mechanisms of a system.

**Media** means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

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

**Voice** means all oral information regardless of transmission protocol.

(b) *Safeguarding Information* . Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures* . Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

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

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

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

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

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

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

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

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

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

(d) Subcontracts . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information* . This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

## **INFORMATION SECURITY - LOCATION OF DATA (FEB 2015)**

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier.

[07-7B106-1]

## **INFORMATION USE AND DISCLOSURE (FEB 2015)**

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause

addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions.

(b) *Legal mandates* . Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down* . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

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

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

(f) *Return* . Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws* . Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure - Standards.

(h) *Actions Following Disclosure* . Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy* . All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

## **INFORMATION USE AND DISCLOSURE - STANDARDS (FEB 2015)**

To the extent applicable:

- (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
- (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act.

[07-7B110-1]

## **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

## **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

## **OFFSHORE CONTRACTING PROHIBITED (FEB 2015)**

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

## **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

## **PRICE ADJUSTMENTS (JAN 2006)**

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

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

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

## **PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B170-1]

## **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

## **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

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

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not - for itself or on behalf of any third party - offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for

compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

## **SOFTWARE LICENSES (JAN 2006)**

**Proprietary Software:** Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software.

**License:** The State is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder.

**Title:** Title to any proprietary software provided by the Contractor to the State will remain with the Contractor.

**Trade Secrets:** The State agrees that the proprietary software is a trade secret of the contractor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

**Source Code:** Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.

In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the State with a copy of the source code for said proprietary software, at no expense to the State.

**Export Control:** The State acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.

**Customized Software:** Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the State by contractor and documentation used to describe, maintain and use the software.

**Title:** Title to the customized software vests in the State as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the State all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the State in understanding, using, maintaining, and enhancing said customized software.

**Software Tools:** The contractor shall provide to the STATE, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the STATE would require to maintain or enhance the customized software. The price for said tools and the cost to train State personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost proposal submitted to the State in response to the State's solicitation.

**Escrow for Source Code:** In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the state shall be provided a copy of the source code for said software within thirty days at no expense to the State.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media.

Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the state may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns. [07-7B215-1]

## **SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)**

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

## **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 2 years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

## **TERM OF CONTRACT -- OPTION TO RENEW (MODIFIED)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 5-year(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

## **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term. [07-7B250-1]

## **TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

## **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts

to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

## **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

### **BUSINESS PROPOSAL**

Offerors are to submit a Business Proposal as a separate document from the Technical Proposal. The Business Proposal may include the following considerations:

- (a) Total Cost of Ownership -- What is the anticipated cost of purchasing, owning, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract? Provide a detailed accounting. Please provide the payment schedule for product and services.
- (b) Risk Analysis -- What internal or external factors could significantly impact the probability of completing this project on time and within budget?
- (c) Risk Mitigation -- What actions can be taken to mitigate the identified risks?
- (d) Risk Sharing -- Are there opportunities for mutually beneficial risk sharing?
- (e) Performance Incentives -- Are there opportunities for performance-based incentives?

## **IX. ATTACHMENTS TO SOLICITATION**

### **ATTACHMENTS LIST [09-9002-1]**

The following documents are attached to this solicitation:

1. Tax Notice-Nonresident
2. Service Provider Security Assessment Questionnaire
3. Attachment A – Technical Quality Spreadsheet

## **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.

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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.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

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

[09-9005-4]

## **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE**

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

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

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

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

By: \_\_\_\_\_  
(authorized signature)

Its: \_\_\_\_\_  
(printed name of person signing above)

\_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

SPSAQ (FEB 2015) [09-9025-1]

	<p><b>State of South Carolina</b></p> <p>Request for Proposal Amendment 1</p>	<p>Solicitation: <b>Date Issued:</b> Procurement Officer: Phone: E-Mail Address: Mailing Address:</p>	<p>5400019402 <b>07/10/2020</b> SHEILA O. WILLIS, CPPBS (803) 737-4417 <a href="mailto:swillis@mmo.sc.gov">swillis@mmo.sc.gov</a> SFAA, Div. of Procurement Services, ITMO 1201 Main Street, Suite 601 Columbia SC 29201</p>
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DESCRIPTION: **Enterprise Resource Planning (ERP)System**

USING GOVERNMENTAL UNIT: **Greenville Technical College**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/05/2020 11:00:00** (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: 07/17/2020 16:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: If submitting on-line – One (1) Technical Copy marked “Original”, One (1) Business/Price Copy marked “Original”, One (1) Redacted Technical Copy marked “Redacted”. If submitting a hardcopy - One (1) Technical Hardcopy marked "Original", One (1) Electronic Technical Copy marked "Copy", One (1) Redacted Electronic Technical Copy marked "Redacted", One (1) Business/Price Hardcopy marked “Original”, and One (1) Electronic Business/Price Copy marked “Copy” See “Submitting Redacted Offers” provision Section IV., “Submitting Confidential Information” Section II.A., & “Electronic Copies-Required Media & Format” provision Section II. B. **Initial here \_\_\_\_\_ if a redacted copy is NOT necessary**

<p>CONFERENCE TYPE: <b>Not Applicable</b> DATE &amp; TIME:  (As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p>LOCATION: <b>Not Applicable</b></p>
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<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on <b>02/10/2021</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
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<p>You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred and eighty (180) calendar days after the Opening Date. (See "Signing Your Offer" provision.)</p>	
<p>NAME OF OFFEROR  (full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
<p>TITLE  (business title of person signing above)</p>	<p>STATE VENDOR NO.  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</p>
<p>PRINTED NAME  (printed name of person signing above)</p>	<p>STATE OF INCORPORATION  (If you are a corporation, identify the state of incorporation.)</p>
<p>OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)</p> <p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>	

## PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

Area Code -

Number - Extension Facsimile

E-mail

Address

PAYMENT ADDRESS (Address to which payments will be sent.)  
(See "Payment" clause)

ORDER ADDRESS (Address to which purchase orders will be sent)  
(See "Purchase Orders and "Contract Documents" clauses)

Payment Address same as Home Office Address

Payment Address same as Notice Address **(check only one)**

Order Address same as Home Office Address

Order Address same as Notice Address **(check only one)**

### ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date						

DISCOUNT FOR PROMPT PAYMENT  
(See "Discount for Prompt Payment" clause)

10 Calendar Days (%)

20 Calendar Days (%)

30 Calendar Days (%)

Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

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## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (MODIFIED)**

It is the intent of the State Fiscal Accountability Authority (SFAA), Division of Procurement Services (DPS), Office of State Procurement (OSP) to solicit offers from qualified vendors and establish a contract for the implementation, training and ongoing support of an integrated Enterprise Resource Planning (ERP) system for Greenville Technical College in accordance with all requirements stated herein. The system should provide a comprehensive Student Information System (SIS), include ancillary products and professional services, all of which will replace the College's current student, financial, and human resources enterprise information systems. This system should include a focus on the current and future needs of continuing education and the credit programs and services of the College.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

Start date: 02/20/2021 End date: 02/19/2028. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The seven (7) year maximum contract period consists of a two (2) year initial term plus five (5) additional one (1) year options to extend.

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

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

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

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

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the

Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### **AUTHORIZED AGENT (FEB 2015)**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

## **AWARD NOTIFICATION (MODIFIED)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

## **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your **Offer after the minimum period specified on the Cover Page**, You must notify the Procurement Officer in writing. [02-2A020-1]

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

## **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification,

in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/codereg/statmast.php>  
[02-2A040-2]

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

**To keep social distancing in compliance with the Governor's Executive Order, the SFAA encourages vendors who wish to attend the proposal opening to do so by conference call. Vendors may take part by dialing:**

**Access Phone Number: 1-800-753-1965  
Access Code: 7371511**

## **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

## **DUTY TO INQUIRE (FEB 2015)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

## **ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

## **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

## **OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

## **PROTESTS (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

## **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

## **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment,

whichever is applicable. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions must be submitted in writing and received by the Procurement Manager for this solicitation no later than **July 17, 2020 at 4:00 PM.**

Email is the preferred method for submitting questions to the procurement officer. Title the "Subject" line of your email "Questions 54000XXXXX". Questions must be submitted in an easily copied format such as MS Word.

Email: [swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 737-0639.

## **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

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

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

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

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

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or

descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

## **SIGNING YOUR OFFER (JAN 2004)**

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

## **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

## **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm> ) [02-2A145-1]

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)**

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

### **LIVE DEMONSTRATION REQUIREMENTS**

The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP pursuant to Phase One (I) evaluations will be required to give a live demonstration of their proposed solutions. It is preferred that the demonstration will be performed 'in person' at Greenville Technical College in Greenville, SC (address will be provided at a later date) and any travel related expenses incurred by the Offeror are the sole responsibility of the Offeror; or the Offeror may conduct the demonstration through a web conferencing solution such as GoToMeeting or an equivalent product. If the Offeror chooses the web conferencing solution option, the Offeror understands it may impact the presentation style and will take all potential technical issues into consideration. The SFAA, Division of Procurement Services will notify the three (3) highest ranked responsive and responsible Offerors with a mathematical chance of bidding the highest ranked Offeror of this RFP, pursuant to Phase One (I) ranking, as quickly as possible to schedule a specific date and time. A demonstration given by an Offeror under this section is permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors.

- A. The activities of the Offeror should be limited to a demonstration of the capabilities and methods described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information or show products/features not included in their proposal. Negotiation is not permitted at this stage in the procurement stage in the procurement process and an Offeror may not change its proposal during the demonstration.
- 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. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.
- C. The 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, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- D. A demonstration script will be used to assist Greenville Technical College in reviewing your response and to gauge how well your solution meets Greenville Technical College's goals and objectives. Please prepare to present information on the items listed on the demonstration script. The time allotted for the demonstration shall not exceed one (1) hour thirty (30) minutes, which includes the demonstration and further clarifications/questions and answers.
- E. If there is a portion of the demonstration agenda which your system does not accommodate, please state this during your demonstration and move on to the next agenda item. Failure to review or acknowledge items on the demonstration agenda may result in failing the demonstration.
- F. The Offeror will present their demonstration and shall supply all components required in order to perform the demonstration. The State will provide a projection screen and ensure internet connectivity.

## **MAIL PICKUP (JAN 2006)**

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

## **ON-LINE BIDDING INSTRUCTIONS (MAR 2015)**

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

**Only offers with a status of "submitted" have been received by the State.**

**Offers with a status of "saved" have not been received.**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted. [02-2B105-2]

**If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001. The Procurement Officer is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.**

## **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

## **PROTEST - CPO - ITMO ADDRESS (MODIFIED)**

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

(a) by email to: [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov), or

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

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **STATEMENT OF WORK**

The College's overall goal is for the procurement, implementation, training, and ongoing support of an integrated Enterprise Resource Planning (ERP) system. The comprehensive system being sought will replace the College's current student, financial, and human resources primary enterprise information systems and provide a comprehensive student information system. In addition, the ancillary products, applications, and professional services that will replace existing products or enhance business processes and/or improve service delivery would be ideal.

To this end, the College is seeking creative solutions that will address the following:

- Replacement of the current legacy ERP system(s) with new state-of-the-art solutions which includes a comprehensive Student Information System
- Implementation of these solutions
- Provision for long term maintenance of the proposed solutions that is cost-effective and sustainable
- A plan for all tasks associated with migration from the legacy system(s) to include the complete installation, business process alignment, data conversion, project management, and training for technical staff and end users for the proposed solution
- Hardware configuration with alternate cost proposal of same or fully hosted system

It is envisioned that the proposed solution can be implemented within a two (2) year time frame from the start of implementation for all ERP and SIS solutions. The College would anticipate shorter time periods for subsets of services or products if a phased approach is used for implementation of proposed solutions.

#### **INTRODUCTION**

The College's ERP and SIS are currently operated on a legacy system running on SQL Server and Oracle database package systems with a series of ancillary applications with limited capacity to meet our ongoing needs. Within the ERP system this includes Human Resources, Payroll, Talent Management, Finance and reporting. The student information part of the system includes Financial Aid, Student and a customer relationship management module.

#### **PROFILE OF THE COLLEGE**

Founded in 1962 as the first of sixteen colleges in the South Carolina Technical Education System, Greenville Technical College (GTC) is a comprehensive technical and community college in Greenville, South Carolina. The college mission is to *transform students' lives and help the community thrive by providing world-class, affordable education to students and building an educated engaged workforce committed to life-long learning.*

Enrolling over 11,000 at the end of the fall 2019 term, GTC is an open-access institution with broad experience in meeting the needs of students from diverse socioeconomic and educational backgrounds. In addition to first-time college students, GTC serves many individuals who are non-traditional for higher education, including single-parents, career changers, and veterans, as well as those with special needs such as English as Second Language students and students with disabilities.

The college offers seven academic schools that align with the career clusters offered by Greenville County Schools. GTC's schools are: Academic Advancement; Advanced Manufacturing and Engineering Technology; Arts and Sciences; Aviation, Construction and Transportation; Business and Computer Technology; Education and Professional Studies; and Health Sciences. Multiple academic programs within these schools correlate with the industries targeted for growth by local economic development agencies, including the Greenville Area Development Corporation and the Upstate SC Alliance. GTC also provides non-credit career advancement and professional development training through the Economic Development and Corporate Training division.

GTC offers classes on four campuses (Barton, Benson, Brashier, and Northwest) and three additional locations (the Center for Manufacturing Innovation, the South Carolina Technology and Aviation Center, and McKinney Automotive Center). In addition, GTC offers dual credit courses designed for motivated high school juniors and seniors, who seek academic challenges and want to get a head start on advanced academic goals. GTC continues to educate the workforce, offering a wide range of options including traditional classes, online courses, and blended courses.

## **COLLEGE DEMOGRAPHICS**

Greenville Technical College's vision is to be a primary driver of economic growth through workforce development, by collaborating with community and business leaders. As one of the top 44 major employers in Greenville County, GTC prides itself on being a world-class learning institution that seeks to provide diverse employment and educational opportunities for the citizens of Greenville County.

<b>2018-19</b>	
Annualized Credit Enrollment	13,282
<i>Source: EDSS ANN101</i>	
Full-time Faculty	319
Part-time Faculty	470
	<b>789</b>
<i>Source: IPEDS HR 2018-19</i>	
Full-time Staff	348
Part-time Staff	212
	<b>560</b>
<i>Source: IPEDS HR 2018-19</i>	

- Annualized Continuing Education Enrollment 9,726 (2017-18)

*Source: EDSS ANN110*

## **PROBLEM STATEMENT**

Offeror's solution should be based on current architecture that can support all student information needs of the college, including continuing education and the credit programs as well as administrative business and back-office functions. The solution should improve the ability to use data in reporting, dashboards, and business analytics across a common system. The college would like to improve disaster recovery abilities with a hosted solution.

### **A. Overall Goal of the College**

The College is eager to enhance its efforts in the following areas:

- Recruitment and enrollment of students
- Online application(s) for students
- Arrangement of class rosters and schedules or interfaces to systems such as 25Live Collegenet
- Development, storage and transmittal of transcripts
- Administrative support for instruction
- Production of bills and payrolls
- Tracking and analysis of accounts
- Purchasing and tracking of inventory
- Organization, recruitment, management and storage of faculty and staff employment records
- Streamlining business processes
- Responsiveness to state/federal/reporting requirements
- Improved services for students, faculty and staff

- Greater access to important resources
- Improved productivity using web-enabled applications and document management
- Efficient access to data, information and transaction processing through a portal
- Implement a comprehensive Student Information System, to enhance accountability throughout the College

At a minimum, this solution shall provide the procurement of a robust student, human resources, and financial information system that has seamless integration to existing third party applications with web self-service applications, along with a portal solution that will provide a single common point of entry to all applications. The proposed solution should share the use of an integrated, relational database management system. Offeror's solution should provide an integrated system that responds to and supports GTC's culture of service excellence, beginning with our employees.

## **B. Business Challenges and Transformation Needs**

The impending retirement of the current Ellucian Colleague system, as well as the personnel to support such products, has created an urgent need to seek an SIS/ERP that will support the college's needs now and many years into the future. These factors, combined with the desire of the College to adopt the best practices of other institutions of higher education to support the constantly changing needs of our technology-minded students, take advantage of new technology, and to provide real-time accountability and comprehensive reporting, has prompted the need for a new solution.

The proposed system will replace the outmoded legacy administrative system with a more flexible, adaptive solution that delivers and enables new processes and services which integrate with existing technology. A new solution should allow integration with new technologies much more quickly, easily, and economically.

The following are some of the major limitations of the current administrative system, which a new ERP system should address:

- Inability to provide the most up-to-date information in an intuitive, graphical, user-friendly interface that will result in consistent data that allows the college to improve business processes and planning.
- Lacks a seamless integration between technology and learning, hampering faculty access to student data for teaching and advising, mining information, and creating reports related to grading, retention, admissions, and similar academic endeavors.
- Limited automation or workflow of student information and business functions within the current system.
- Currently Credit and Non-Credit students are not in the same ERP / SIS systems thus impeding the college's ability to provide a seamless student experience. Also, business inefficiencies exist, and staff resources are wasted attempting to align credit/non-credit business functions.

## **C. Focus on the Customer and Business Users**

The College desires a system with the following:

- User friendly system(s) for students, companies and internal users
- Personalized branding for the College
- Pushes key metric information to common Dashboards
- Reporting system should be user friendly
- Around the clock access and end-device independent
- Address ADA / 508 compliance issues within solution
- Administrative and academic process streamlined to allow faculty and staff to focus on value-added work

## **D. Transform Business**

The College desires a system that provides:

- Centralized data for common access by the college
- Seamless transition through the Student life cycle from prospect to graduate and beyond.
- More than a transactional batch type system
- Solutions are client and process centric, not organization centric

## **E. Integrations**

The proposed solution must seamlessly integrate or have other options that will address the following existing applications:

- Blackboard Learning Management System
- ImageNow (Hyland – Document Imaging system or like solution)
- OneCard – or similar systems that may be available
- Ability to work with print management systems such as Paper Cut
- Support single sign-on to base system, other systems, and portal application
- Integrate with Bookstore P.O.S. system (Total Computing System)

## **F. Services**

The College requires the following services be included in the proposed solution as needed to support successful implementation and ongoing operations:

- Training for technical staff
- Training for end users
- Functional consulting
- Project management
- Business process review, revision, and integration as it relates to the selected solution (s)
- Data conversion
- Maintenance
- Other value-add services as required

## **G. Functional and Technical Capabilities**

The proposed enterprise software solution should at a minimum meet all the following functional capabilities:

Include all components to support and implementation services for Student Systems, Human Resources, Financial and Business Solution, Business Intelligence, and a Student Information System that can be used by and for continuing education or credit students. Systems should comply with industry-based privacy, financial, and information security regulations and standards (e.g. FERPA, HIPAA, Gramm-Leach-Bliley, and Sarbanes-Oxley).

The proposed solution shall meet all the following technical capabilities:

- Ancillary systems must support either Microsoft SQL Server or the RDBMS provided with the ERP solution if the system is not fully hosted.
- Provide for multiple levels of data security and ensures the integrity of the data being entered as well as data in transit and at rest.
- Support native interfaces to Active Directory / ADFS / SAML for security access.
- Operate in a high availability (or clustered) system environment supporting twenty-four seven (24x7) system availability.
- Operate in VMware's current virtual server environment if not fully hosted.
- Offeror must have one system that will meet all requirements specified in this RFP.
- Solution should support Financial Aid updates and modification to code in a timely manner.

## **H. Student Information System**

Provide an integrated system that responds to and supports GTC's culture of student access and success through supporting each students' personal growth and development. Proposed solution should have one system for credit and non-credit students.

Solution should include seamless integration of all credit and non-credit program areas for each of the following:

- Student records
- Definition of the College calendar
- Advising
- Registration
- Course inventory
- Course catalog
- Grading and class roster
- Degree audit and transcript production
- Prospect recruiting
- Record and process disciplinary and other matters pertaining to student and academic life while enforce student accountability
- Support of enrollment and instructional management, including curricula, instructional facilities, and assignment of faculty, workload and seats analysis

#### **I. Peak Time Solutions (post-implementation)**

As is typical on college campuses, the College experiences high demand during certain times of the year, registration for the fall and spring semesters. Solutions must be capable of meeting acceptable performance during seasonal peak times.

#### **J. Student Finance**

Provide a fully automated, integrated solution to ensure comprehensive functionality for the following:

- Cashiering system handling all college monies, whether through the mail, phone, web or in person transactions (cash, checks, credit/debit cards)
- PCI / DSS (Payment Card Industry Data Security Standard) Compliance
- Allow for the proper recording of all non-tuition and fees-related transactions in an automated environment fully integrated with Student Records and Finance Systems
- Accounts Receivable management system fully integrated with Student Records and Finance Systems that ages receivables, streamlines, and automates due diligence collection efforts, allows for notes and history files, etc.
- Allow for accurate and automated reconciliations of all cash between the College, banking institutions, state agencies and others.
- Allow for web transactions thru e-bills, e-payments, etc.

#### **K. Financial Aid**

Provide an automated and fully integrated Financial Aid Management System for administering federal, state, and institutional funds. Provide timely and accurate patches and updates as modifications occur. Will provide current South Carolina Lottery code on request.

#### **L. Human Resource and Payroll System**

Provide a solution that supports the following employment lifecycle processes:

- Employee recruitment, hiring, onboarding, and records maintenance
- Benefits, termination, position control
- Process time and labor, track time and attendance, and monitor/approve absence time (i.e. annual leave, sick leave, compensatory time, etc.)
- Internal training management
- Faculty credentialing
- Web-based recruitment and tracking
- Web-based employee and faculty performance system
- Web-based time and attendance management system.

- Rules-based payroll management system, which will ensure compliance with current Federal and State compensation rules
- Calculate payroll, taxes, disposable income, and garnishments

Offeror should provide a comprehensive ERP system that seamlessly integrates the employee, student and business operations of the college. Such a system would ideally provide timely and relevant data and reporting capabilities for administration to assist with evidenced based decision making.

## **M. Finance System**

Provide a solution that supports the following activities:

- Chart of accounts, general ledger accounting, budgeting, accounts payable, and accounts receivable
- Capital projects repository, purchasing including solicitation management, catalogs, and contract management
- Inventory control and asset management
- Financial reporting
- Electronic workflow, forms, and payment
- Fully integrate with the Human Resources and Student Systems

## **N. Business Intelligence**

- Provide direct solutions or identify third party software solutions which will allow the College to perform detailed data mining for reports and dashboard technologies. If third party software is required, the college will procure as needed.
- Include graphic capabilities and ease of use
- Solution should have capability to utilize existing data, to be clearly articulated prior to the final implementation

## **O. Data Warehousing and Reporting**

- Provide data warehousing and reporting capabilities to include the establishment, interface and migration of transaction data to a contractor supported data warehouse
- Report writing capabilities that range from daily transaction reporting as well as complex multi-level and multi-dimensional querying and reporting, covering a wide range of export and report capabilities utilizing a flexible, intuitive report builder

## **P. Document Imaging**

Document imaging is an integral part of workflow at the College and is used by a wide variety of constituents across campus.

- Offeror's solution should support a large database of stored images that are seamlessly accessed via application programming interface(s) from the application software
- Intuitive ease of operation is of major importance
- The proposed system should work with ImageNow – (Hyland system) or like product for imaging needs.

## **Q. Workflow**

- Provide for the automation of business processes using a workflow engine, workflow modeling and workflow definition tool that will allow the College to automate many multi-step processes
- Provide the mechanism utilized for authentication, security, access, and routing of information, documents, and approvals using work flow

## **R. Portal**

GTC envisions access to the college's portal as one that enables prospects, students, faculty, staff, parents, and alumni to access a variety of transactions, information resources, on-line tools and services in a secure, consistent and customizable manner.

With that in mind, the ideal solution should include:

- An integrated and scalable portal solution
- Transactions, resources and services that serve faculty, staff and student needs, responsive based on their role
- Examples include: admissions, registration, fee payment, transcript requests, academic history queries, student program evaluations, grade entry and changes, change of demographic information including mailing address, viewing of financial aid awards, timekeeping management, viewing of class rosters, accessing e-mail, course management software, and other information
- On-line source of personalized college communication
- Community building tools that can help foster relationships among campus constituencies

## **S. Information Security**

- Offeror's solution must provide a robust hierachal security infrastructure that allows the college's technical staff to meet and exceed Gramm-Leach-Bliley (GLBA) compliance now and in the future.
- This solution shall include screen and element access according to various criteria, including, but not limited to, user's need for functionality, and/or user group, and/or user type, and/or user's position in a hierarchy.

## **PROJECT MANAGEMENT METHODOLOGY**

The State has adopted a project management methodology based on principles set by the Project Management Institute (PMI). It is strongly believed that a competency in sound project management principles is critical to the success of any project awarded by the State. Therefore, the successful Offeror shall demonstrate a competency in this area, including project management methodology, supporting tools, and qualified project managers. This may include but is not limited to preparing status reports, attending status meetings, and provide meeting summaries. Offerors shall provide a detailed project plan that is documented with dates, detailed tasks, and dependencies.

## **IMPLEMENTATION PLAN**

The first phase of this entire project will be the implementation plan. The successful offeror will be required to provide the College a detailed implementation plan to include all accepted segments, milestones, and deliverables reflecting all aspect of this contract.

### **A. Implementation Services**

The successful offeror will provide a high-level project management and implementation services for all products procured and their integration into existing software applications. In the event the contractor chooses to subcontract with a third-party service provider for any part of the implementation, the specific nature of these services shall be identified, to include reasons for the exception. If this third-party involvement should occur, the primary contractor will be accountable for the quality and timeliness of the services rendered by that third-party provider.

The specific segment implementation plan is critical to the overall success of this project. To accomplish this goal, the College is seeking an all-encompassing Implementation Plan including project management.

### **B. Travel Expenses**

The state will reimburse contractor for travel expenses contractor actually incurs. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of this contract. Reimbursement is contingent upon submittal of paid receipts on a monthly basis. Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. Travel expenses must be pre-approved by the College. Reimbursements are allowed only in accordance with the travel regulations established for State employees. (See <https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures> and review Disbursement Regulations.) Meal costs may not exceed \$35 per day in S.C. Rates for lodging may not exceed the current maximum lodging rates, excluding taxes,

established by the US General Services Administration (<https://www.gsa.gov/travel-resources>). Mileage will be reimbursed at the current rate for SC Employees in effect at the time of travel.

## **ONGOING MAINTENANCE/SUPPORT**

Offeror must provide robust post-implementation support plan that demonstrates an ongoing successful partnership with GTC. Such a plan would provide the utmost confidence to GTC that offeror is committed to ensuring solution is aligned with College's service excellence vision to consistently surpass student and business expectations.

### **A. Ongoing Internal Functional and Technical Support:**

Offeror should provide recommended make-up of the internal (College) functional and technical support team post implementation.

- Define optimal number of technical staff, skill sets, and levels required to adequately maintain the system post-implementation once partner has handed off to GTC.
- Define "super user" content area subject matter experts by functional area needed post implementation to ensure ongoing success.

### **B. Upgrades:**

The successful offeror's obligations to provide upgrades as part of maintenance services shall include, without limitation, access to "Major Version Upgrades" and "Successor ERP/SIS Products" at no additional charge outside of standard yearly maintenance and support fees.

### **C. Disaster Recovery Services:**

The Offeror shall provide an off-site (within the Continental United States) disaster recovery strategy to cover the College from critical systems failure or catastrophic event that would damage or destroy the Data Center and computing equipment.

### **D. Operational Manuals**

Offeror shall provide five (5) detailed and comprehensive operational manuals of the proposed ERP /SIS system to include all components or individual modules.

### **E. Other Deliverables:**

After award, all deliveries shall be made, and all services provided to the location specified by the Using Governmental Unit in its purchase order.

## **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Greenville Technical College  
506 South Pleasantburg Drive  
Greenville, SC 29607**

[03-3030-1]

## **OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide five operational manuals for each item acquired. [03-3055-1]

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

### **INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)**

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (MODIFIED)**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

1. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the State's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants/subcontractors).
2. Functional Technical Overview: Offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the current environment and scope of the project. Describe how the proposed solution will improve the College's current environment by: replacing the legacy system with a single, integrated system encompassing all the major functional areas of the institution; seamlessly integrate with existing third party vendors; providing a more "user-friendly" system that will improve the user experience for students, faculty, staff, and donors; improving the accuracy, availability and security of critical system data; automating and streamlining processes that will eliminate manual and duplicate efforts. Offerors should address how their solution can meet the College's critical need in the area of document imaging.
3. Technical: Your offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the College's current and future technical environments relating to the scope of the project. Please discuss where relevant any environmental requirements for the proposed solution.
4. Hardware: Provide optimal specifications and configuration for all hardware necessary to implement total proposed solution using criteria stated in the Technical Information section. Include any environmental requirements.
5. Training: Explain any proposed training solution. Include plans for training new employees beyond the initial training cycle, employee readiness evaluations, training feedback, student-instructor ratios, duration of training, etc. Include plans for updating and maintaining training plans, system documentation, operational documentation, etc. For the duration of the implementation or term of the contract as appropriate. Include any other training solutions that are available.
6. Recommended Training: Describe the strategy, methodology and plan for the proposed Training solution, which best suits the College's organizational size and complexity during implementation and throughout the life of the product. This solution should focus on the lowest risk option that ensures the College's greatest level of success based on industry experiences at other higher educational institutions.
7. Attachment A – Technical Quality Spreadsheet: The Technical Quality Spreadsheet consists of questions or features for various areas of the solution. Offerors should complete this spreadsheet to indicate the degree, completeness, and suitability of the Offeror's solution.
8. Project Management: Provide a high-level project plan with timelines for implementation and milestones. Is the implementation team in-house or 3<sup>rd</sup> party? If Offeror will use a 3<sup>rd</sup> party, Offeror must submit company name and address.
9. Describe the implementation process including conversion of data and process for pulling historical data into the new system.

10. Define optimal number of technical staff, skill sets, and levels required to adequately maintain the system post-implementation once partner has handed off to GTC.

11. Define "super user" content area subject matter experts by functional area needed post implementation to ensure ongoing success.

12. Maintenance and Support Programs:

Specify the nature of any post-implementation an on-going support provided by the Offeror including:

- Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed. Define differentiators between levels, such as gold versus silver.
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module. Offeror's obligations to provide upgrades as part of maintenance services shall include, without limitation, access to "Major Version Upgrades" and "Successor ERP / SIS Products" at no additional charge.
- Identify any software costs that are not included in annual ongoing maintenance and support fees.
- Any anticipated mid-implementation upgrades. If any are planned, the estimated work effort and related costs associated with such tasks should be included in the proposal.
- Availability of user groups and their geographic areas.
- Define the process to report problems with system, including escalation processes, how resolutions are tracked, and resolved.
- Define the process for how "Bug" fixes and patches are addressed.
- Define how support is provided for third-party solutions.
- Define what addition support may be available that has not been mentioned. (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base)
- Data conversion requirements should include who is responsible for developing any data conversion programs, the acceptable level of conversion, how many records are to be converted, who is responsible for entering any records that do not convert properly, etc.
- Service level agreements (SLA) with performance commitments. If appropriate, include industry standard response times and performance requirements for normal business processing and/or critical business processing as appropriate.
- Offeror should define target percent of system availability up-time and service recovery options for downtime.
- Offeror shall provide an off-site (within the Continental United States) disaster recovery strategy to cover the College from critical systems failure or catastrophic event that would damage or destroy the Data Center and computing equipment.
- Back-up plans for proposed network, data, and systems outages and disruptions, if appropriate.
- Describe Warranties --include all functional, performance, and quality of workmanship warranties.
- Total cost of ownership --provide anticipated cost of purchasing, owning, operating, maintaining, and supporting the proposed solution for the total potential term of the contract. Include a detailed accounting of the total cost of ownership.

13. Vendor Qualifications

- Include a discussion of the overall acquired experiences your company, products and services have gained in the higher education industry. Include the total number of customers that use your solution. Indicate the number or percentage of your customers that are higher education institutions. Is your company's sole vertical higher education?
- Please supply your total client list of higher education customers running your total integrated ERP system, detailing the version that is currently in production, the modules that are in production, the number of years that system has been in production along with the contact information for each client.
- Provide a description of the top three (3) related customer implementations which most resemble the College, detailing the version that is currently in production, the modules that are in production, the number of years that system has been in production along with the contact information for each client.
- The Offeror must be able to provide references for successful conversions to the proposed platform. References

should include, but not limited to the following contact information:

- Client name
- Client address
- Contact name
- Telephone number
- Email address
- Brief summary of the project including the date of installation

- What is the number or percentage of your customers that are higher education institutions?

### **MINORITY PARTICIPATION (DEC 2015)**

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No

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

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

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

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

- [ ] Traditional minority
- [ ] Traditional minority, but female
- [ ] Women (Caucasian females)
- [ ] Hispanic minorities
- [ ] DOT referral (Traditional minority)
- [ ] DOT referral (Caucasian female)
- [ ] Temporary certification
- [ ] SBA 8 (a) certification referral
- [ ] Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

### **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015)**

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

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. [04-4027-1]

### **SUBMITTING REDACTED OFFERS (MAR 2015)**

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

- The Student, HR-Payroll, Finance, and Business Intelligence modules (or predecessor versions of those modules) must have been in full production at a minimum of five (5) higher education institutions for at least three (3) years.
- Have successfully provided the proposed ERP/SIS system via SaaS or hosted system for a two- or four-year institution of higher education with similar complexity of system integration to Greenville Technical College. (e.g. Include comprehensive HR, Payroll, financial ERP which integrates seamlessly with SIS business operations, and student-facing systems such as common LMS platforms.
- Solution should support South Carolina state requirements such as South Carolina Lottery and other state or federal requirements.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

### QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

## **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- PROPOSALS (JAN 2006)**

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

### **AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror. [06-6040-1]

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

### **DISCUSSIONS AND NEGOTIATIONS - REQUIRED (FEB 2015)**

No award will be made to an offeror until after negotiations have been conducted with that offeror. As provided in Section 11-35-1530, negotiations must begin with the highest-ranking offeror; accordingly, submit your best terms from both a price and a technical standpoint. In addition, make sure your offer is responsive; the State will not evaluate or negotiate with a non-responsive offeror, and ordinarily, nonresponsive proposals will be rejected outright without prior notice. The State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial offer, but only if your initial offer is responsive. If a satisfactory contract cannot be negotiated with the highest-ranking offeror, the State may elect to conduct negotiations with other offerors. As provided in Section 11-35-1530(8) the State also may elect to make changes within the general scope of the request for proposals and provide all responsive offerors an opportunity to submit their best and final offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals. [06-6059-1]

### **EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

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

Two sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not include the demonstration of product capability. Offerors with a mathematical possibility of being the highest ranked Offeror after scoring of Phase I will be required to provide a demonstration of their proposed solution and will be evaluated against the Phase II set of criteria indicated below. The Phase II criteria includes the demonstration only.

#### **PHASE I**

1. Functional and Technical Capabilities: The completeness and suitability of the Offeror's proposed solution to meet or exceed the defined Business Challenges and Transformation Needs of this RFP.
2. Information Technology Resources/Support/Implementation Service: A thorough and detailed explanation as to the amount of technical support (staffing) required by the College for initial implementation and for ongoing support. Offerors are to include detailed explanation as to the integrative capability and security surrounding the system. A thorough and detailed presentation of all implementation support to be provided to the College throughout the entire implementation, including training.

3. Business Proposal: The value of the proposed solution to meet or exceed the needs of this solicitation with specific respect to Total Cost of Ownership, Risk Analysis, Risk Mitigation, Risk Sharing and Performance Incentives. Offerors are to identify all costs associated with this project.

4. Offeror's Qualifications: The completeness and suitability of the Offeror's proposed solution to meet the needs of this RFP. The Offeror's financial responsibility and financial strength must reflect sound financial stability; the Offeror's experience and references must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size and scope.

After the evaluation of the Phase I criterion, the criteria scores will be calculated, and the average score will not exceed one hundred (100) points. The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP pursuant to Phase I evaluations, with the allowable demonstration criteria points being considered, will be required to provide a demonstration of their proposed solution and will be evaluated in Phase II. The total points from Phase I and Phase II will be added to determine the highest ranked Offeror. If only one (1) Offeror is invited to demonstrate, the demonstration will be evaluated based upon a pass/fail assessment.

## **PHASE II**

### **1. Demonstration:**

Demonstration of capabilities and methods described in the Offeror's written proposal to meet the needs of the College as defined in this RFP.

TOTAL from Phase I and Phase II

[06-6065-1]

### **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

## **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

## **EQUAL OPPORTUNITY (JAN 2006)**

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

## **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

## **FIXED PRICING REQUIRED (JAN 2006)**

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

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

## **NOTICE (JAN 2006)**

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

paragraph. [07-7A050-1]

## **OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

## **PAYMENT and INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

## **PUBLICITY (JAN 2006)**

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

## **PURCHASE ORDERS (JAN 2006)**

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

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

## **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax

collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

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

#### **WAIVER (JAN 2006)**

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

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **BANKRUPTCY - GOVERNMENT INFORMATION (FEB 2015)**

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

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

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;  
(b) method of shipment or packing;  
(c) place of delivery;  
(d) description of services to be performed;  
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,  
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

### **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. [07-7B035-1]

## **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.

### **TBD after award**

[07-7B040-1]

## **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE-SOFTWARE LICENSING-SINGLE AGENCY (FEB 2015)**

Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements-Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. Further, the document titled *South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software - Single Agency*, which is attached hereto as an exhibit, is offered as information only and does not form part of the contract. [07-7B042-1]

## **CONTRACT LIMITATIONS (JAN 2006)**

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

## **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

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

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

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

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

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the

State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

## **CONTRACTOR'S LIABILITY INSURANCE - INFORMATION SECURITY AND PRIVACY (FEB 2015)**

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

(a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

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

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

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

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

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

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

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

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

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

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

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

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

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

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

(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

### **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

### **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

### **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

## **ILLEGAL IMMIGRATION (NOV 2008)**

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

comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

## **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)**

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

## **INDEMNIFICATION - THIRD PARTY CLAIMS - DISCLOSURE OF INFORMATION (FEB 2015)**

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

## **INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)**

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

claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

## **INFORMATION SECURITY - DEFINITIONS (FEB 2015)**

The following definitions are used in those clauses that cross reference this clause.

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**Government information** means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public information** means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

**Third party** means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

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

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

## **INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)**

(a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. In addition, as used in this clause-

**Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage

capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

**Intrusion** means an unauthorized act of bypassing the security mechanisms of a system.

**Media** means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

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

**Voice** means all oral information regardless of transmission protocol.

(b) *Safeguarding Information* . Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures* . Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

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

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

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

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

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

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

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

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

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

(d) Subcontracts . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information* . This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

## **INFORMATION SECURITY - LOCATION OF DATA (FEB 2015)**

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier.

[07-7B106-1]

## **INFORMATION USE AND DISCLOSURE (FEB 2015)**

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause

addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions.

(b) *Legal mandates* . Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down* . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

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

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

(f) *Return* . Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws* . Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure - Standards.

(h) *Actions Following Disclosure* . Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy* . All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

## **INFORMATION USE AND DISCLOSURE - STANDARDS (FEB 2015)**

To the extent applicable:

- (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
- (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act.

[07-7B110-1]

## **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

## **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

## **OFFSHORE CONTRACTING PROHIBITED (FEB 2015)**

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

## **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

## **PRICE ADJUSTMENTS (JAN 2006)**

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

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

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

## **PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B170-1]

## **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

## **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

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

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not - for itself or on behalf of any third party - offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for

compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

## **SOFTWARE LICENSES (JAN 2006)**

**Proprietary Software:** Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software.

**License:** The State is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder.

**Title:** Title to any proprietary software provided by the Contractor to the State will remain with the Contractor.

**Trade Secrets:** The State agrees that the proprietary software is a trade secret of the contractor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

**Source Code:** Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.

In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the State with a copy of the source code for said proprietary software, at no expense to the State.

**Export Control:** The State acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.

**Customized Software:** Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the State by contractor and documentation used to describe, maintain and use the software.

**Title:** Title to the customized software vests in the State as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the State all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the State in understanding, using, maintaining, and enhancing said customized software.

**Software Tools:** The contractor shall provide to the STATE, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the STATE would require to maintain or enhance the customized software. The price for said tools and the cost to train State personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost proposal submitted to the State in response to the State's solicitation.

**Escrow for Source Code:** In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the state shall be provided a copy of the source code for said software within thirty days at no expense to the State.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media.

Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the state may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns. [07-7B215-1]

## **SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)**

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

## **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 2 years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

## **TERM OF CONTRACT -- OPTION TO RENEW (MODIFIED)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 5-year(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

## **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term. [07-7B250-1]

## **TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

## **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts

to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;  
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

## **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

### **BUSINESS PROPOSAL**

Offerors are to submit a Business Proposal as a separate document from the Technical Proposal. The Business Proposal may include the following considerations:

- (a) Total Cost of Ownership -- What is the anticipated cost of purchasing, owning, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract? Provide a detailed accounting. Please provide the payment schedule for product and services.
- (b) Risk Analysis -- What internal or external factors could significantly impact the probability of completing this project on time and within budget?
- (c) Risk Mitigation -- What actions can be taken to mitigate the identified risks?
- (d) Risk Sharing -- Are there opportunities for mutually beneficial risk sharing?
- (e) Performance Incentives -- Are there opportunities for performance-based incentives?

## **IX. ATTACHMENTS TO SOLICITATION**

### **ATTACHMENTS LIST [09-9002-1]**

The following documents are attached to this solicitation:

1. Tax Notice-Nonresident
2. Service Provider Security Assessment Questionnaire
3. Attachment A-Revised – Technical Quality Spreadsheet
4. Questions and Answers

## **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.

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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.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

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

[09-9005-4]

## **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE**

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

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

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

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

By: \_\_\_\_\_  
(authorized signature)

Its: \_\_\_\_\_  
(printed name of person signing above)

\_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

SPSAQ (FEB 2015) [09-9025-1]

Questions and Answers  
For RFP 5400019402  
Enterprise Resource Planning for Greenville Technical College

1. On page 19 of the Solicitation under letter "K. Financial Aid" it makes reference to the **South Carolina Lottery code**. Could you expand on what the implications of this code are and how your new software solution could address this need?

**Answer: See website listed below for more details:**

<https://www.sceducationlottery.com/documents/educationwins/BeneficiaryBrochure.pdf>

2. Is there an incumbent or is this a new opportunity?

**Answer: We currently have two software packages one for credit and one for non-credit. We are looking for one solution that will address credit and non-credit students (e.g. – multiple start and stop times throughout a semester).**

3. On page 8 under DEADLINE FOR SUBMISSION OFFER there is a reference to the 'proposal opening.' Is this a mandatory meeting for vendors and if so what is the date and time of this meeting?

**Answer: This is the date that the offers are to be submitted to the State Procurement Office. This isn't a meeting.**

4. It is understood that questions are due on 8/14/20 but, I do have a clarification question. We already have some questions; do we have to wait to submit questions? If we do not have to wait, will we receive responses on an ongoing basis? Meaning they will not wait until August to release all the responses?

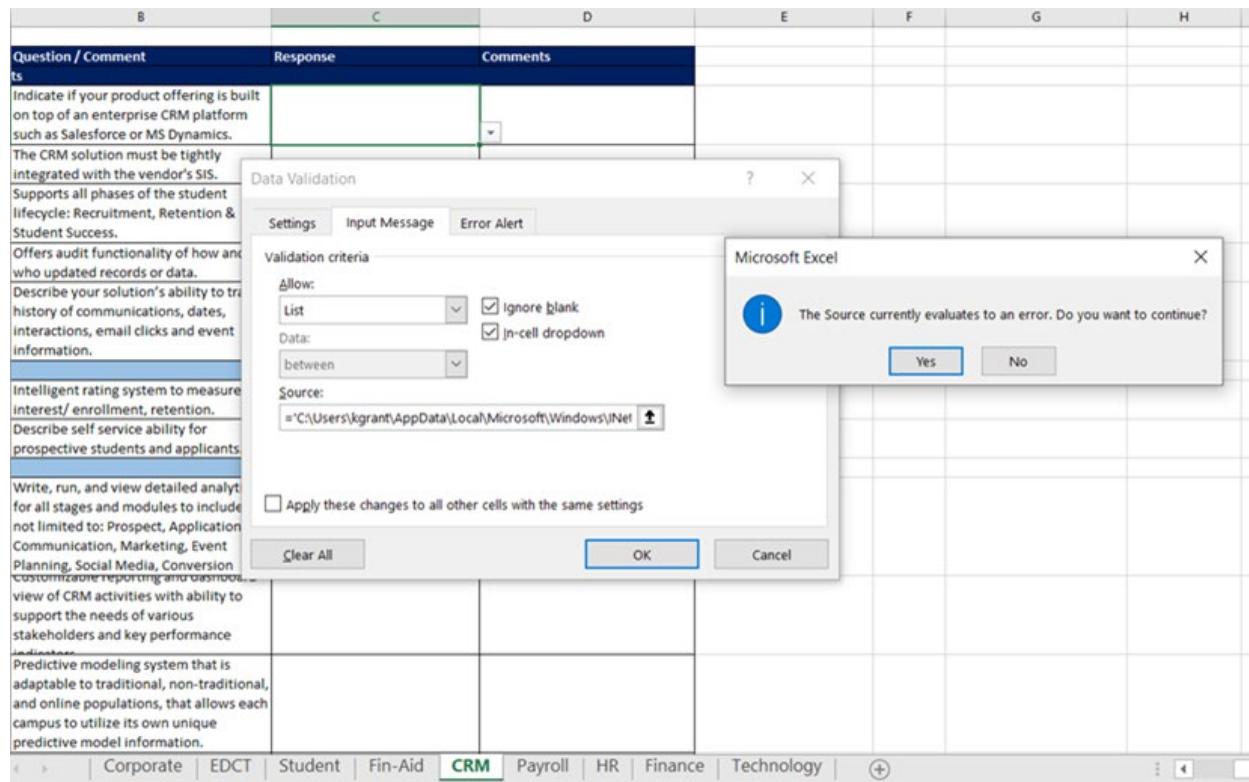
**Answer: No, you do not have to wait to submit your questions. We have creating a question schedule. Please see below for the schedule:**

Questions	Due Date	Amendment Issued Date
Round One	July 3, 2020	July 10, 2020
Round Two	July 17, 2020	July 24, 2020
Round Three	July 31, 2020	August 7, 2020
Round Four	August 14, 2020	September 4, 2020

5. There is no response matrix; i.e. for each requirement there is usually a set of responses – Delivered, Customization, 3<sup>rd</sup> Party, etc. Will there be a response matrix?

**Answer: Attachment A – Technical Quality Spreadsheet – has been amended and a column has been added for these responses. Offerors should follow the instructions in the RFP to submit all other requested information.**

6. We are working in the Excel workbook, and one of the sheets (CRM) has data validation settings in one of the columns. However, the source links to an error, meaning we can't use the drop down list, and we can't input my own data without receiving an error message. We can turn off the data validation setting, we may want to confirm with GTC that that is OK. Here's a screenshot of the source & the Excel dialogue box stating that the source evaluates to an error. This seems to be the only sheet with this issue.



**Answer: Turning off the data validation setting will not cause GTC any issues.**

	<p><b>State of South Carolina</b></p> <p>Request for Proposal Amendment 2</p>	<p>Solicitation: <b>Date Issued:</b></p> <p>Procurement Officer: Phone: E-Mail Address: Mailing Address:</p> <p>5400019402 <b>07/24/2020</b> SHEILA O. WILLIS, CPPBS (803) 737-4417 <a href="mailto:swillis@mmo.sc.gov">swillis@mmo.sc.gov</a> SFAA, Div. of Procurement Services, ITMO 1201 Main Street, Suite 601 Columbia SC 29201</p>
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DESCRIPTION: **Enterprise Resource Planning (ERP)System**

USING GOVERNMENTAL UNIT: **Greenville Technical College**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/05/2020 11:00:00** (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: 07/31/2020 16:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: If submitting on-line – One (1) Technical Copy marked “Original”, One (1) Business/Price Copy marked “Original”, One (1) Redacted Technical Copy marked “Redacted”. If submitting a hardcopy - One (1) Technical Hardcopy marked "Original", One (1) Electronic Technical Copy marked "Copy", One (1) Redacted Electronic Technical Copy marked "Redacted", One (1) Business/Price Hardcopy marked “Original”, and One (1) Electronic Business/Price Copy marked “Copy” See “Submitting Redacted Offers” provision Section IV., “Submitting Confidential Information” Section II.A., & “Electronic Copies-Required Media & Format” provision Section II. B. **Initial here \_\_\_\_\_ if a redacted copy is NOT necessary**

<p>CONFERENCE TYPE: <b>Not Applicable</b></p> <p>DATE &amp; TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p>LOCATION: <b>Not Applicable</b></p>
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<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on <b>02/10/2021</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
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<p>You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred and eighty (180) calendar days after the Opening Date. (See "Signing Your Offer" provision.)</p>	
<p><b>NAME OF OFFEROR</b>  (full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p><b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p><b>DATE SIGNED</b></p>
<p><b>TITLE</b>  (business title of person signing above)</p>	<p><b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</p>
<p><b>PRINTED NAME</b>  (printed name of person signing above)</p>	<p><b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)</p>
<p><b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) (See "Signing Your Offer" provision.)</p>	
<p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p>	
<p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>	

## PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

Area Code -

Number - Extension Facsimile

E-mail

Address

PAYMENT ADDRESS (Address to which payments will be sent.)  
(See "Payment" clause)

ORDER ADDRESS (Address to which purchase orders will be sent)  
(See "Purchase Orders and "Contract Documents" clauses)

Payment Address same as Home Office Address

Payment Address same as Notice Address **(check only one)**

Order Address same as Home Office Address

Order Address same as Notice Address **(check only one)**

### ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date						

DISCOUNT FOR PROMPT PAYMENT  
(See "Discount for Prompt Payment" clause)

10 Calendar Days (%)

20 Calendar Days (%)

30 Calendar Days (%)

Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

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## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (MODIFIED)**

It is the intent of the State Fiscal Accountability Authority (SFAA), Division of Procurement Services (DPS), Office of State Procurement (OSP) to solicit offers from qualified vendors and establish a contract for the implementation, training and ongoing support of an integrated Enterprise Resource Planning (ERP) system for Greenville Technical College in accordance with all requirements stated herein. The system should provide a comprehensive Student Information System (SIS), include ancillary products and professional services, all of which will replace the College's current student, financial, and human resources enterprise information systems. This system should include a focus on the current and future needs of continuing education and the credit programs and services of the College.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

Start date: 02/20/2021 End date: 02/19/2028. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The seven (7) year maximum contract period consists of a two (2) year initial term plus five (5) additional one (1) year options to extend.

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

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

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

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

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### **AUTHORIZED AGENT (FEB 2015)**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

## **AWARD NOTIFICATION (MODIFIED)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

## **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

## **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification,

in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/codereg/statmast.php>  
[02-2A040-2]

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

**To keep social distancing in compliance with the Governor's Executive Order, the SFAA encourages vendors who wish to attend the proposal opening to do so by conference call. Vendors may take part by dialing:**

**Access Phone Number: 1-800-753-1965  
Access Code: 7371511**

## **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

## **DUTY TO INQUIRE (FEB 2015)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

## **ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

## **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

## **OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

## **PROTESTS (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

## **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

## **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment,

whichever is applicable. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions must be submitted in writing and received by the Procurement Manager for this solicitation no later than **July 31, 2020 at 4:00 PM.**

Email is the preferred method for submitting questions to the procurement officer. Title the "Subject" line of your email "Questions 54000XXXXX". Questions must be submitted in an easily copied format such as MS Word.

Email: [swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 737-0639.

## **QUESTIONS FROM OFFERORS – AMENDMENT (JUN 2017)**

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The "State's Response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential Offeror that submitted the question. Questions do not form a part of the contract; the "State's Response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

## **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

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

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

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

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

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

## **SIGNING YOUR OFFER (JAN 2004)**

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as

defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

### **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

### **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

### **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The

withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

### ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

### LIVE DEMONSTRATION REQUIREMENTS

The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP pursuant to Phase One (I) evaluations will be required to give a live demonstration of their proposed solutions. It is preferred that the demonstration will be performed 'in person' at Greenville Technical College in Greenville, SC (address will be provided at a later date) and any travel related expenses incurred by the Offeror are the sole responsibility of the Offeror; or the Offeror may conduct the demonstration through a web conferencing solution such as GoToMeeting or an equivalent product. If the Offeror chooses the web conferencing solution option, the Offeror understands it may impact the presentation style and will take all potential technical issues into consideration. The SFAA, Division of Procurement Services will notify the three (3) highest ranked responsive and responsible Offerors with a mathematical chance of bidding the highest ranked Offeror of this RFP, pursuant to Phase One (I) ranking, as quickly as possible to schedule a specific date and time. A demonstration given by an Offeror under this section is permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors.

- A. The activities of the Offeror should be limited to a demonstration of the capabilities and methods described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information or show products/features not included in their proposal. Negotiation is not permitted at this stage in the procurement stage in the procurement process and an Offeror may not change its proposal during the demonstration.
- 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. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.
- C. The 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, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- D. A demonstration script will be used to assist Greenville Technical College in reviewing your response and to gauge how well your solution meets Greenville Technical College's goals and objectives. Please prepare to present information on the items listed on the demonstration script. The time allotted for the demonstration shall not exceed one and one half (1 ½) days per Offeror, which includes the demonstration and further clarifications/questions and answers.
- E. If there is a portion of the demonstration agenda which your system does not accommodate, please state this during your demonstration and move on to the next agenda item. Failure to review or acknowledge items on the demonstration agenda may result in failing the demonstration.
- F. The Offeror will present their demonstration and shall supply all components required in order to perform the demonstration. The State will provide a projection screen and ensure internet connectivity.

## **MAIL PICKUP (JAN 2006)**

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

## **ON-LINE BIDDING INSTRUCTIONS (MAR 2015)**

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

**Only offers with a status of "submitted" have been received by the State.**

**Offers with a status of "saved" have not been received.**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted. [02-2B105-2]

**If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001. The Procurement Officer is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.**

## **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

## **PROTEST - CPO - ITMO ADDRESS (MODIFIED)**

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

- (a) by email to: [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov), or
- (b) by post or delivery to: 1201 Main Street, Suite 601, Columbia, SC 29201.

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **STATEMENT OF WORK**

The College's overall goal is for the procurement, implementation, training, and ongoing support of an integrated Enterprise Resource Planning (ERP) system. The comprehensive system being sought will replace the College's current student, financial, and human resources primary enterprise information systems and provide a comprehensive student information system. In addition, the ancillary products, applications, and professional services that will replace existing products or enhance business processes and/or improve service delivery would be ideal.

To this end, the College is seeking creative solutions that will address the following:

- Replacement of the current legacy ERP system(s) with new state-of-the-art solutions which includes a comprehensive Student Information System
- Implementation of these solutions
- Provision for long term maintenance of the proposed solutions that is cost-effective and sustainable
- A plan for all tasks associated with migration from the legacy system(s) to include the complete installation, business process alignment, data conversion, project management, and training for technical staff and end users for the proposed solution
- Hardware configuration with alternate cost proposal of same or fully hosted system

It is envisioned that the proposed solution can be implemented within a two (2) year time frame from the start of implementation for all ERP and SIS solutions. The College would anticipate shorter time periods for subsets of services or products if a phased approach is used for implementation of proposed solutions.

#### **INTRODUCTION**

The College's ERP and SIS are currently operated on a legacy system running on SQL Server and Oracle database package systems with a series of ancillary applications with limited capacity to meet our ongoing needs. Within the ERP system this includes Human Resources, Payroll, Talent Management, Finance and reporting. The student information part of the system includes Financial Aid, Student and a customer relationship management module.

#### **PROFILE OF THE COLLEGE**

Founded in 1962 as the first of sixteen colleges in the South Carolina Technical Education System, Greenville Technical College (GTC) is a comprehensive technical and community college in Greenville, South Carolina. The college mission is to *transform students' lives and help the community thrive by providing world-class, affordable education to students and building an educated engaged workforce committed to life-long learning.*

Enrolling over 11,000 at the end of the fall 2019 term, GTC is an open-access institution with broad experience in meeting the needs of students from diverse socioeconomic and educational backgrounds. In addition to first-time college students, GTC serves many individuals who are non-traditional for higher education, including single-parents, career changers, and veterans, as well as those with special needs such as English as Second Language students and students with disabilities.

The college offers seven academic schools that align with the career clusters offered by Greenville County Schools. GTC's schools are: Academic Advancement; Advanced Manufacturing and Engineering Technology; Arts and Sciences; Aviation, Construction and Transportation; Business and Computer Technology; Education and Professional Studies; and Health Sciences. Multiple academic programs within these schools correlate with the industries targeted for growth by local economic development agencies, including the Greenville Area Development Corporation and the Upstate SC Alliance. GTC also provides non-credit career advancement and professional development training through the Economic Development and Corporate Training division.

GTC offers classes on four campuses (Barton, Benson, Brashier, and Northwest) and three additional locations (the Center for Manufacturing Innovation, the South Carolina Technology and Aviation Center, and McKinney Automotive Center). In addition, GTC offers dual credit courses designed for motivated high school juniors and seniors, who seek academic challenges and want to get a head start on advanced academic goals. GTC continues to educate the workforce, offering a wide range of options including traditional classes, online courses, and blended courses.

## **COLLEGE DEMOGRAPHICS**

Greenville Technical College's vision is to be a primary driver of economic growth through workforce development, by collaborating with community and business leaders. As one of the top 44 major employers in Greenville County, GTC prides itself on being a world-class learning institution that seeks to provide diverse employment and educational opportunities for the citizens of Greenville County.

<b>2018-19</b>	
Annualized Credit Enrollment	13,282
<i>Source: EDSS ANN101</i>	
Full-time Faculty	319
Part-time Faculty	470
	<b>789</b>
<i>Source: IPEDS HR 2018-19</i>	
Full-time Staff	348
Part-time Staff	212
	<b>560</b>
<i>Source: IPEDS HR 2018-19</i>	

- Annualized Continuing Education Enrollment 9,726 (2017-18)

*Source: EDSS ANN110*

## **PROBLEM STATEMENT**

Offeror's solution should be based on current architecture that can support all student information needs of the college, including continuing education and the credit programs as well as administrative business and back-office functions. The solution should improve the ability to use data in reporting, dashboards, and business analytics across a common system. The college would like to improve disaster recovery abilities with a hosted solution.

### **A. Overall Goal of the College**

The College is eager to enhance its efforts in the following areas:

- Recruitment and enrollment of students
- Online application(s) for students
- Arrangement of class rosters and schedules or interfaces to systems such as 25Live Collegenet
- Development, storage and transmittal of transcripts
- Administrative support for instruction
- Production of bills and payrolls
- Tracking and analysis of accounts
- Purchasing and tracking of inventory
- Organization, recruitment, management and storage of faculty and staff employment records
- Streamlining business processes
- Responsiveness to state/federal/reporting requirements
- Improved services for students, faculty and staff

- Greater access to important resources
- Improved productivity using web-enabled applications and document management
- Efficient access to data, information and transaction processing through a portal
- Implement a comprehensive Student Information System, to enhance accountability throughout the College

At a minimum, this solution shall provide the procurement of a robust student, human resources, and financial information system that has seamless integration to existing third party applications with web self-service applications, along with a portal solution that will provide a single common point of entry to all applications. The proposed solution should share the use of an integrated, relational database management system. Offeror's solution should provide an integrated system that responds to and supports GTC's culture of service excellence, beginning with our employees.

## **B. Business Challenges and Transformation Needs**

The impending retirement of the current Ellucian Colleague system, as well as the personnel to support such products, has created an urgent need to seek an SIS/ERP that will support the college's needs now and many years into the future. These factors, combined with the desire of the College to adopt the best practices of other institutions of higher education to support the constantly changing needs of our technology-minded students, take advantage of new technology, and to provide real-time accountability and comprehensive reporting, has prompted the need for a new solution.

The proposed system will replace the outmoded legacy administrative system with a more flexible, adaptive solution that delivers and enables new processes and services which integrate with existing technology. A new solution should allow integration with new technologies much more quickly, easily, and economically.

The following are some of the major limitations of the current administrative system, which a new ERP system should address:

- Inability to provide the most up-to-date information in an intuitive, graphical, user-friendly interface that will result in consistent data that allows the college to improve business processes and planning.
- Lacks a seamless integration between technology and learning, hampering faculty access to student data for teaching and advising, mining information, and creating reports related to grading, retention, admissions, and similar academic endeavors.
- Limited automation or workflow of student information and business functions within the current system.
- Currently Credit and Non-Credit students are not in the same ERP / SIS systems thus impeding the college's ability to provide a seamless student experience. Also, business inefficiencies exist, and staff resources are wasted attempting to align credit/non-credit business functions.

## **C. Focus on the Customer and Business Users**

The College desires a system with the following:

- User friendly system(s) for students, companies and internal users
- Personalized branding for the College
- Pushes key metric information to common Dashboards
- Reporting system should be user friendly
- Around the clock access and end-device independent
- Address ADA / 508 compliance issues within solution
- Administrative and academic process streamlined to allow faculty and staff to focus on value-added work

## **D. Transform Business**

The College desires a system that provides:

- Centralized data for common access by the college
- Seamless transition through the Student life cycle from prospect to graduate and beyond.
- More than a transactional batch type system
- Solutions are client and process centric, not organization centric

## **E. Integrations**

The proposed solution must seamlessly integrate or have other options that will address the following existing applications:

- Blackboard Learning Management System
- ImageNow (Hyland – Document Imaging system or like solution)
- OneCard – or similar systems that may be available
- Ability to work with print management systems such as Paper Cut
- Support single sign-on to base system, other systems, and portal application
- Integrate with Bookstore P.O.S. system (Total Computing System)

## **F. Services**

The College requires the following services be included in the proposed solution as needed to support successful implementation and ongoing operations:

- Training for technical staff
- Training for end users
- Functional consulting
- Project management
- Business process review, revision, and integration as it relates to the selected solution (s)
- Data conversion
- Maintenance
- Other value-add services as required

## **G. Functional and Technical Capabilities**

The proposed enterprise software solution should at a minimum meet all the following functional capabilities:

Include all components to support and implementation services for Student Systems, Human Resources, Financial and Business Solution, Business Intelligence, and a Student Information System that can be used by and for continuing education or credit students. Systems should comply with industry-based privacy, financial, and information security regulations and standards (e.g. FERPA, HIPAA, Gramm-Leach-Bliley, and Sarbanes-Oxley).

The proposed solution shall meet all the following technical capabilities:

- Ancillary systems must support either Microsoft SQL Server or the RDBMS provided with the ERP solution if the system is not fully hosted.
- Provide for multiple levels of data security and ensures the integrity of the data being entered as well as data in transit and at rest.
- Support native interfaces to Active Directory / ADFS / SAML for security access.
- Operate in a high availability (or clustered) system environment supporting twenty-four seven (24x7) system availability.
- Operate in VMware's current virtual server environment if not fully hosted.
- Offeror must have one system that will meet all requirements specified in this RFP.
- Solution should support Financial Aid updates and modification to code in a timely manner.

## **H. Student Information System**

Provide an integrated system that responds to and supports GTC's culture of student access and success through supporting each students' personal growth and development. Proposed solution should have one system for credit and non-credit students.

Solution should include seamless integration of all credit and non-credit program areas for each of the following:

- Student records
- Definition of the College calendar
- Advising
- Registration
- Course inventory
- Course catalog
- Grading and class roster
- Degree audit and transcript production
- Prospect recruiting
- Record and process disciplinary and other matters pertaining to student and academic life while enforce student accountability
- Support of enrollment and instructional management, including curricula, instructional facilities, and assignment of faculty, workload and seats analysis

#### **I. Peak Time Solutions (post-implementation)**

As is typical on college campuses, the College experiences high demand during certain times of the year, registration for the fall and spring semesters. Solutions must be capable of meeting acceptable performance during seasonal peak times.

#### **J. Student Finance**

Provide a fully automated, integrated solution to ensure comprehensive functionality for the following:

- Cashiering system handling all college monies, whether through the mail, phone, web or in person transactions (cash, checks, credit/debit cards)
- PCI / DSS (Payment Card Industry Data Security Standard) Compliance
- Allow for the proper recording of all non-tuition and fees-related transactions in an automated environment fully integrated with Student Records and Finance Systems
- Accounts Receivable management system fully integrated with Student Records and Finance Systems that ages receivables, streamlines, and automates due diligence collection efforts, allows for notes and history files, etc.
- Allow for accurate and automated reconciliations of all cash between the College, banking institutions, state agencies and others.
- Allow for web transactions thru e-bills, e-payments, etc.

#### **K. Financial Aid**

Provide an automated and fully integrated Financial Aid Management System for administering federal, state, and institutional funds. Provide timely and accurate patches and updates as modifications occur. Will provide current South Carolina Lottery code on request.

#### **L. Human Resource and Payroll System**

Provide a solution that supports the following employment lifecycle processes:

- Employee recruitment, hiring, onboarding, and records maintenance
- Benefits, termination, position control
- Process time and labor, track time and attendance, and monitor/approve absence time (i.e. annual leave, sick leave, compensatory time, etc.)
- Internal training management
- Faculty credentialing
- Web-based recruitment and tracking
- Web-based employee and faculty performance system
- Web-based time and attendance management system.

- Rules-based payroll management system, which will ensure compliance with current Federal and State compensation rules
- Calculate payroll, taxes, disposable income, and garnishments

Offeror should provide a comprehensive ERP system that seamlessly integrates the employee, student and business operations of the college. Such a system would ideally provide timely and relevant data and reporting capabilities for administration to assist with evidenced based decision making.

## **M. Finance System**

Provide a solution that supports the following activities:

- Chart of accounts, general ledger accounting, budgeting, accounts payable, and accounts receivable
- Capital projects repository, purchasing including solicitation management, catalogs, and contract management
- Inventory control and asset management
- Financial reporting
- Electronic workflow, forms, and payment
- Fully integrate with the Human Resources and Student Systems

## **N. Business Intelligence**

- Provide direct solutions or identify third party software solutions which will allow the College to perform detailed data mining for reports and dashboard technologies. If third party software is required, the college will procure as needed.
- Include graphic capabilities and ease of use
- Solution should have capability to utilize existing data, to be clearly articulated prior to the final implementation

## **O. Data Warehousing and Reporting**

- Provide data warehousing and reporting capabilities to include the establishment, interface and migration of transaction data to a contractor supported data warehouse
- Report writing capabilities that range from daily transaction reporting as well as complex multi-level and multi-dimensional querying and reporting, covering a wide range of export and report capabilities utilizing a flexible, intuitive report builder

## **P. Document Imaging**

Document imaging is an integral part of workflow at the College and is used by a wide variety of constituents across campus.

- Offeror's solution should support a large database of stored images that are seamlessly accessed via application programming interface(s) from the application software
- Intuitive ease of operation is of major importance
- The proposed system should work with ImageNow – (Hyland system) or like product for imaging needs.

## **Q. Workflow**

- Provide for the automation of business processes using a workflow engine, workflow modeling and workflow definition tool that will allow the College to automate many multi-step processes
- Provide the mechanism utilized for authentication, security, access, and routing of information, documents, and approvals using work flow

## **R. Portal**

GTC envisions access to the college's portal as one that enables prospects, students, faculty, staff, parents, and alumni to access a variety of transactions, information resources, on-line tools and services in a secure, consistent and customizable manner.

With that in mind, the ideal solution should include:

- An integrated and scalable portal solution
- Transactions, resources and services that serve faculty, staff and student needs, responsive based on their role
- Examples include: admissions, registration, fee payment, transcript requests, academic history queries, student program evaluations, grade entry and changes, change of demographic information including mailing address, viewing of financial aid awards, timekeeping management, viewing of class rosters, accessing e-mail, course management software, and other information
- On-line source of personalized college communication
- Community building tools that can help foster relationships among campus constituencies

## **S. Information Security**

- Offeror's solution must provide a robust hierachal security infrastructure that allows the college's technical staff to meet and exceed Gramm-Leach-Bliley (GLBA) compliance now and in the future.
- This solution shall include screen and element access according to various criteria, including, but not limited to, user's need for functionality, and/or user group, and/or user type, and/or user's position in a hierarchy.

## **PROJECT MANAGEMENT METHODOLOGY**

The State has adopted a project management methodology based on principles set by the Project Management Institute (PMI). It is strongly believed that a competency in sound project management principles is critical to the success of any project awarded by the State. Therefore, the successful Offeror shall demonstrate a competency in this area, including project management methodology, supporting tools, and qualified project managers. This may include but is not limited to preparing status reports, attending status meetings, and provide meeting summaries. Offerors shall provide a detailed project plan that is documented with dates, detailed tasks, and dependencies.

## **IMPLEMENTATION PLAN**

The first phase of this entire project will be the implementation plan. The successful offeror will be required to provide the College a detailed implementation plan to include all accepted segments, milestones, and deliverables reflecting all aspect of this contract.

### **A. Implementation Services**

The successful offeror will provide a high-level project management and implementation services for all products procured and their integration into existing software applications. In the event the contractor chooses to subcontract with a third-party service provider for any part of the implementation, the specific nature of these services shall be identified, to include reasons for the exception. If this third-party involvement should occur, the primary contractor will be accountable for the quality and timeliness of the services rendered by that third-party provider.

The specific segment implementation plan is critical to the overall success of this project. To accomplish this goal, the College is seeking an all-encompassing Implementation Plan including project management.

### **B. Travel Expenses**

The state will reimburse contractor for travel expenses contractor actually incurs. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of this contract. Reimbursement is contingent upon submittal of paid receipts on a monthly basis. Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. Travel expenses must be pre-approved by the College. Reimbursements are allowed only in accordance with the travel regulations established for State employees. (See <https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures> and review Disbursement Regulations.) Meal costs may not exceed \$35 per day in S.C. Rates for lodging may not exceed the current maximum lodging rates, excluding taxes,

established by the US General Services Administration (<https://www.gsa.gov/travel-resources>). Mileage will be reimbursed at the current rate for SC Employees in effect at the time of travel.

### **ONGOING MAINTENANCE/SUPPORT**

Offeror must provide robust post-implementation support plan that demonstrates an ongoing successful partnership with GTC. Such a plan would provide the utmost confidence to GTC that offeror is committed to ensuring solution is aligned with College's service excellence vision to consistently surpass student and business expectations.

#### **A. Ongoing Internal Functional and Technical Support:**

Offeror should provide recommended make-up of the internal (College) functional and technical support team post implementation.

- Define optimal number of technical staff, skill sets, and levels required to adequately maintain the system post-implementation once partner has handed off to GTC.
- Define "super user" content area subject matter experts by functional area needed post implementation to ensure ongoing success.

#### **B. Upgrades:**

The successful offeror's obligations to provide upgrades as part of maintenance services shall include, without limitation, access to "Major Version Upgrades" and "Successor ERP/SIS Products" at no additional charge outside of standard yearly maintenance and support fees.

#### **C. Disaster Recovery Services:**

The Offeror shall provide an off-site (within the Continental United States) disaster recovery strategy to cover the College from critical systems failure or catastrophic event that would damage or destroy the Data Center and computing equipment.

#### **D. Operational Manuals**

Offeror shall provide five (5) detailed and comprehensive operational manuals of the proposed ERP /SIS system to include all components or individual modules.

#### **E. Other Deliverables:**

After award, all deliveries shall be made, and all services provided to the location specified by the Using Governmental Unit in its purchase order.

### **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Greenville Technical College  
506 South Pleasantburg Drive  
Greenville, SC 29607**

[03-3030-1]

### **OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide five operational manuals for each item acquired. [03-3055-1]

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

### **INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)**

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (MODIFIED)**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

1. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the State's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants/subcontractors).
2. Functional Technical Overview: Offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the current environment and scope of the project. Describe how the proposed solution will improve the College's current environment by: replacing the legacy system with a single, integrated system encompassing all the major functional areas of the institution; seamlessly integrate with existing third party vendors; providing a more "user-friendly" system that will improve the user experience for students, faculty, staff, and donors; improving the accuracy, availability and security of critical system data; automating and streamlining processes that will eliminate manual and duplicate efforts. Offerors should address how their solution can meet the College's critical need in the area of document imaging.
3. Technical: Your offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the College's current and future technical environments relating to the scope of the project. Please discuss where relevant any environmental requirements for the proposed solution.
4. Hardware: Provide optimal specifications and configuration for all hardware necessary to implement total proposed solution using criteria stated in the Technical Information section. Include any environmental requirements.
5. Training: Explain any proposed training solution. Include plans for training new employees beyond the initial training cycle, employee readiness evaluations, training feedback, student-instructor ratios, duration of training, etc. Include plans for updating and maintaining training plans, system documentation, operational documentation, etc. For the duration of the implementation or term of the contract as appropriate. Include any other training solutions that are available.
6. Recommended Training: Describe the strategy, methodology and plan for the proposed Training solution, which best suits the College's organizational size and complexity during implementation and throughout the life of the product. This solution should focus on the lowest risk option that ensures the College's greatest level of success based on industry experiences at other higher educational institutions.
7. Attachment A – Technical Quality Spreadsheet: The Technical Quality Spreadsheet consists of questions or features for various areas of the solution. Offerors should complete this spreadsheet to indicate the degree, completeness, and suitability of the Offeror's solution.
8. Project Management: Provide a high-level project plan with timelines for implementation and milestones. Is the implementation team in-house or 3<sup>rd</sup> party? If Offeror will use a 3<sup>rd</sup> party, Offeror must submit company name and address.
9. Describe the implementation process including conversion of data and process for pulling historical data into the new system.

10. Define optimal number of technical staff, skill sets, and levels required to adequately maintain the system post-implementation once partner has handed off to GTC.

11. Define "super user" content area subject matter experts by functional area needed post implementation to ensure ongoing success.

12. Maintenance and Support Programs:

Specify the nature of any post-implementation an on-going support provided by the Offeror including:

- Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed. Define differentiators between levels, such as gold versus silver.
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module. Offeror's obligations to provide upgrades as part of maintenance services shall include, without limitation, access to "Major Version Upgrades" and "Successor ERP / SIS Products" at no additional charge.
- Identify any software costs that are not included in annual ongoing maintenance and support fees.
- Any anticipated mid-implementation upgrades. If any are planned, the estimated work effort and related costs associated with such tasks should be included in the proposal.
- Availability of user groups and their geographic areas.
- Define the process to report problems with system, including escalation processes, how resolutions are tracked, and resolved.
- Define the process for how "Bug" fixes and patches are addressed.
- Define how support is provided for third-party solutions.
- Define what addition support may be available that has not been mentioned. (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base)
- Data conversion requirements should include who is responsible for developing any data conversion programs, the acceptable level of conversion, how many records are to be converted, who is responsible for entering any records that do not convert properly, etc.
- Service level agreements (SLA) with performance commitments. If appropriate, include industry standard response times and performance requirements for normal business processing and/or critical business processing as appropriate.
- Offeror should define target percent of system availability up-time and service recovery options for downtime.
- Offeror shall provide an off-site (within the Continental United States) disaster recovery strategy to cover the College from critical systems failure or catastrophic event that would damage or destroy the Data Center and computing equipment.
- Back-up plans for proposed network, data, and systems outages and disruptions, if appropriate.
- Describe Warranties --include all functional, performance, and quality of workmanship warranties.
- Total cost of ownership --provide anticipated cost of purchasing, owning, operating, maintaining, and supporting the proposed solution for the total potential term of the contract. Include a detailed accounting of the total cost of ownership.

13. Vendor Qualifications

- Include a discussion of the overall acquired experiences your company, products and services have gained in the higher education industry. Include the total number of customers that use your solution. Indicate the number or percentage of your customers that are higher education institutions. Is your company's sole vertical higher education?
- Please supply your total client list of higher education customers running your total integrated ERP system, detailing the version that is currently in production, the modules that are in production, the number of years that system has been in production along with the contact information for each client.
- Provide a description of the top three (3) related customer implementations which most resemble the College, detailing the version that is currently in production, the modules that are in production, the number of years that system has been in production along with the contact information for each client.
- The Offeror must be able to provide references for successful conversions to the proposed platform. References

should include, but not limited to the following contact information:

- Client name
- Client address
- Contact name
- Telephone number
- Email address
- Brief summary of the project including the date of installation

- What is the number or percentage of your customers that are higher education institutions?

### **MINORITY PARTICIPATION (DEC 2015)**

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No

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

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

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

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

- [ ] Traditional minority
- [ ] Traditional minority, but female
- [ ] Women (Caucasian females)
- [ ] Hispanic minorities
- [ ] DOT referral (Traditional minority)
- [ ] DOT referral (Caucasian female)
- [ ] Temporary certification
- [ ] SBA 8 (a) certification referral
- [ ] Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

### **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015)**

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

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. [04-4027-1]

### **SUBMITTING REDACTED OFFERS (MAR 2015)**

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

- The Student, HR-Payroll, Finance, and Business Intelligence modules (or predecessor versions of those modules) **must** have been in full production at a minimum of five (5) higher education institutions for at least three (3) years.
- Have successfully provided the proposed ERP/SIS system via SaaS or hosted system for a two- or four-year institution of higher education with similar complexity of system integration to Greenville Technical College. (e.g. Include comprehensive HR, Payroll, financial ERP which integrates seamlessly with SIS business operations, and student-facing systems such as common LMS platforms.
- Solution should support South Carolina state requirements such as South Carolina Lottery and other state or federal requirements.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

### QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

## **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- PROPOSALS (JAN 2006)**

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

### **AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror. [06-6040-1]

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

### **DISCUSSIONS AND NEGOTIATIONS - REQUIRED (FEB 2015)**

No award will be made to an offeror until after negotiations have been conducted with that offeror. As provided in Section 11-35-1530, negotiations must begin with the highest-ranking offeror; accordingly, submit your best terms from both a price and a technical standpoint. In addition, make sure your offer is responsive; the State will not evaluate or negotiate with a non-responsive offeror, and ordinarily, nonresponsive proposals will be rejected outright without prior notice. The State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial offer, but only if your initial offer is responsive. If a satisfactory contract cannot be negotiated with the highest-ranking offeror, the State may elect to conduct negotiations with other offerors. As provided in Section 11-35-1530(8) the State also may elect to make changes within the general scope of the request for proposals and provide all responsive offerors an opportunity to submit their best and final offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals. [06-6059-1]

### **EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

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

Two sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not include the demonstration of product capability. Offerors with a mathematical possibility of being the highest ranked Offeror after scoring of Phase I will be required to provide a demonstration of their proposed solution and will be evaluated against the Phase II set of criteria indicated below. The Phase II criteria includes the demonstration only.

#### **PHASE I**

1. Functional and Technical Capabilities: The completeness and suitability of the Offeror's proposed solution to meet or exceed the defined Business Challenges and Transformation Needs of this RFP.
2. Information Technology Resources/Support/Implementation Service: A thorough and detailed explanation as to the amount of technical support (staffing) required by the College for initial implementation and for ongoing support. Offerors are to include detailed explanation as to the integrative capability and security surrounding the system. A thorough and detailed presentation of all implementation support to be provided to the College throughout the entire implementation, including training.

3. Business Proposal: The value of the proposed solution to meet or exceed the needs of this solicitation with specific respect to Total Cost of Ownership, Risk Analysis, Risk Mitigation, Risk Sharing and Performance Incentives. Offerors are to identify all costs associated with this project.

4. Offeror's Qualifications: The completeness and suitability of the Offeror's proposed solution to meet the needs of this RFP. The Offeror's financial responsibility and financial strength must reflect sound financial stability; the Offeror's experience and references must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size and scope.

After the evaluation of the Phase I criterion, the criteria scores will be calculated, and the average score will not exceed one hundred (100) points. The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP pursuant to Phase I evaluations, with the allowable demonstration criteria points being considered, will be required to provide a demonstration of their proposed solution and will be evaluated in Phase II. The total points from Phase I and Phase II will be added to determine the highest ranked Offeror. If only one (1) Offeror is invited to demonstrate, the demonstration will be evaluated based upon a pass/fail assessment.

## **PHASE II**

### **1. Demonstration:**

Demonstration of capabilities and methods described in the Offeror's written proposal to meet the needs of the College as defined in this RFP.

TOTAL from Phase I and Phase II

[06-6065-1]

## **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

## **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

## **EQUAL OPPORTUNITY (JAN 2006)**

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

## **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

## **FIXED PRICING REQUIRED (JAN 2006)**

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

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

## **NOTICE (JAN 2006)**

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

paragraph. [07-7A050-1]

## **OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

## **PAYMENT and INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

## **PUBLICITY (JAN 2006)**

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

## **PURCHASE ORDERS (JAN 2006)**

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

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

## **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax

collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

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

#### **WAIVER (JAN 2006)**

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

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **BANKRUPTCY - GOVERNMENT INFORMATION (FEB 2015)**

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

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

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;  
(b) method of shipment or packing;  
(c) place of delivery;  
(d) description of services to be performed;  
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,  
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

### **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. [07-7B035-1]

## **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.

### **TBD after award**

[07-7B040-1]

## **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE-SOFTWARE LICENSING-SINGLE AGENCY (FEB 2015)**

Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements-Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. Further, the document titled *South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software - Single Agency*, which is attached hereto as an exhibit, is offered as information only and does not form part of the contract. [07-7B042-1]

## **CONTRACT LIMITATIONS (JAN 2006)**

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

## **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

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

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

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

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

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the

State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

## **CONTRACTOR'S LIABILITY INSURANCE - INFORMATION SECURITY AND PRIVACY (FEB 2015)**

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

(a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

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

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

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

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

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

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

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

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

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

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

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

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

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

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

(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

### **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

### **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

### **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

## **ILLEGAL IMMIGRATION (NOV 2008)**

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

comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

## **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)**

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

## **INDEMNIFICATION - THIRD PARTY CLAIMS - DISCLOSURE OF INFORMATION (FEB 2015)**

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

## **INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)**

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

claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

## **INFORMATION SECURITY - DEFINITIONS (FEB 2015)**

The following definitions are used in those clauses that cross reference this clause.

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**Government information** means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public information** means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

**Third party** means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

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

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

## **INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)**

(a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. In addition, as used in this clause-

**Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage

capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

**Intrusion** means an unauthorized act of bypassing the security mechanisms of a system.

**Media** means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

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

**Voice** means all oral information regardless of transmission protocol.

(b) *Safeguarding Information* . Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures* . Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

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

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

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

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

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

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

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

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

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

(d) Subcontracts . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information* . This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

## **INFORMATION SECURITY - LOCATION OF DATA (FEB 2015)**

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier.

[07-7B106-1]

## **INFORMATION USE AND DISCLOSURE (FEB 2015)**

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause

addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions.

(b) *Legal mandates* . Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down* . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

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

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

(f) *Return* . Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws* . Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure - Standards.

(h) *Actions Following Disclosure* . Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy* . All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

## **INFORMATION USE AND DISCLOSURE - STANDARDS (FEB 2015)**

To the extent applicable:

- (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
- (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act.

[07-7B110-1]

## **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

## **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

## **OFFSHORE CONTRACTING PROHIBITED (FEB 2015)**

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

## **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

## **PRICE ADJUSTMENTS (JAN 2006)**

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

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

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

## **PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B170-1]

## **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

## **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

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

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not - for itself or on behalf of any third party - offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for

compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

## **SOFTWARE LICENSES (JAN 2006)**

**Proprietary Software:** Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software.

**License:** The State is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder.

**Title:** Title to any proprietary software provided by the Contractor to the State will remain with the Contractor.

**Trade Secrets:** The State agrees that the proprietary software is a trade secret of the contractor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

**Source Code:** Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.

In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the State with a copy of the source code for said proprietary software, at no expense to the State.

**Export Control:** The State acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.

**Customized Software:** Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the State by contractor and documentation used to describe, maintain and use the software.

**Title:** Title to the customized software vests in the State as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the State all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the State in understanding, using, maintaining, and enhancing said customized software.

**Software Tools:** The contractor shall provide to the STATE, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the STATE would require to maintain or enhance the customized software. The price for said tools and the cost to train State personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost proposal submitted to the State in response to the State's solicitation.

**Escrow for Source Code:** In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the state shall be provided a copy of the source code for said software within thirty days at no expense to the State.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media.

Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the state may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns. [07-7B215-1]

## **SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)**

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

## **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 2 years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

## **TERM OF CONTRACT -- OPTION TO RENEW (MODIFIED)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 5-year(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

## **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term. [07-7B250-1]

## **TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

## **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts

to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;  
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

## **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

### **BUSINESS PROPOSAL**

Offerors are to submit a Business Proposal as a separate document from the Technical Proposal. The Business Proposal may include the following considerations:

- (a) Total Cost of Ownership -- What is the anticipated cost of purchasing, owning, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract? Provide a detailed accounting. Please provide the payment schedule for product and services.
- (b) Risk Analysis -- What internal or external factors could significantly impact the probability of completing this project on time and within budget?
- (c) Risk Mitigation -- What actions can be taken to mitigate the identified risks?
- (d) Risk Sharing -- Are there opportunities for mutually beneficial risk sharing?
- (e) Performance Incentives -- Are there opportunities for performance-based incentives?

## **IX. ATTACHMENTS TO SOLICITATION**

### **ATTACHMENTS LIST [09-9002-1]**

The following documents are attached to this solicitation:

1. Tax Notice-Nonresident
2. Service Provider Security Assessment Questionnaire
3. Attachment A-Revised – Technical Quality Spreadsheet
- 4. Questions and Answers**

## **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.

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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.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

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

[09-9005-4]

## **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE**

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

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

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

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

By: \_\_\_\_\_  
(authorized signature)

Its: \_\_\_\_\_  
(printed name of person signing above)

\_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

SPSAQ (FEB 2015) [09-9025-1]

Questions and Answers  
For RFP 5400019402  
Enterprise Resource Planning for Greenville Technical College

1. On page 19 of the Solicitation under letter "K. Financial Aid" it makes reference to the **South Carolina Lottery code**. Could you expand on what the implications of this code are and how your new software solution could address this need?

**Answer: See website listed below for more details:**

<https://www.sceducationlottery.com/documents/educationwins/BeneficiaryBrochure.pdf>

2. Is there an incumbent or is this a new opportunity?

**Answer: We currently have two software packages one for credit and one for non-credit. We are looking for one solution that will address credit and non-credit students (e.g. – multiple start and stop times throughout a semester).**

3. On page 8 under DEADLINE FOR SUBMISSION OFFER there is a reference to the 'proposal opening.' Is this a mandatory meeting for vendors and if so what is the date and time of this meeting?

**Answer: This is the date that the offers are to be submitted to the State Procurement Office. This isn't a meeting.**

4. It is understood that questions are due on 8/14/20 but, I do have a clarification question. We already have some questions; do we have to wait to submit questions? If we do not have to wait, will we receive responses on an ongoing basis? Meaning they will not wait until August to release all the responses?

**Answer: No, you do not have to wait to submit your questions. We have creating a question schedule. Please see below for the schedule:**

Questions	Due Date	Amendment Issued Date
Round One	July 3, 2020	July 10, 2020
Round Two	July 17, 2020	July 24, 2020
Round Three	July 31, 2020	August 7, 2020
Round Four	August 14, 2020	September 4, 2020

5. There is no response matrix; i.e. for each requirement there is usually a set of responses – Delivered, Customization, 3<sup>rd</sup> Party, etc. Will there be a response matrix?

**Answer: Attachment A – Technical Quality Spreadsheet – has been amended and a column has been added for these responses. Offerors should follow the instructions in the RFP to submit all other requested information.**

6. We are working in the Excel workbook, and one of the sheets (CRM) has data validation settings in one of the columns. However, the source links to an error, meaning we can't use the drop down list, and we can't input my own data without receiving an error message. We can turn off the data validation setting, we may want to confirm with GTC that this is OK. Here's a screenshot of the source & the Excel dialogue box stating that the source evaluates to an error. This seems to be the only sheet with this issue.

The screenshot shows an Excel spreadsheet with a Data Validation dialog box overlaid. The spreadsheet has columns B, C, D, E, F, G, and H. The first row contains headers: 'Question / Comment' (B), 'Response' (C), and 'Comments' (D). The second row contains a question about CRM integration and a dropdown menu in cell C2. The 'Data Validation' dialog box is open, showing 'Allow: List' and 'Source: =C:\Users\kggrant\AppData\Local\Microsoft\Windows\INet...' with the 'Ignore blank' and 'In-cell dropdown' checkboxes checked. A Microsoft Excel warning dialog box is also visible, asking 'The Source currently evaluates to an error. Do you want to continue?' with 'Yes' and 'No' buttons.

**Answer:** Turning off the data validation setting will not cause GTC any issues.

7. Attachment A – Tab Name: EDCT, RFP Requirement Number 16 – Requirement: *Can you bill to more than one account on the same invoice?* Question is – Is this question referencing Third Party billing or Sponsored Contracts? If neither, can more detail be given?

**Answer:** Yes, this is referring to situations where GTC bills the customer for services provided. GTC wants to be able to allocate items on an invoice to different accounts. For example, if GTC is billing a doctor's office for a CPR course, a SHRM course and a Medical Coding course they want to send one invoice and allocate the payments to their departmental accounts. In this example, assuming the students are attending public offering classes, but the same could also be true if we were offering these three courses as contract classes, i.e. what is referred to as Sponsored Contracts in the question above. It could also refer to 3<sup>rd</sup> party billings – what if the same student took a PPE course from ProTrain and a CPR online course through AHA – can GTC bill the student on the same invoice and allocate the payments to the appropriate 3<sup>rd</sup> party?

8. Attachment A – Tab Name: EDCT, RFP Requirement Number 2 – Requirement: *Can system manage various course types to include bundles and hybrids?* Question is – What is meant by “bundles”?

**Answer:** A bundle is when one course number is assigned as the main course and the full amount due for all courses included in that bundle are paid under this course. The other courses are at a zero fee or bundle fee of zero. So, you would register and pay for all the courses under the bundle course. (In SM this is called a parent course.) Then register the courses included in the bundle at a zero fee – (In SM this is called a child course.) So far, we have used bundles mainly to be able to register a student in a parent course and have the registrations automatically populate in the child courses. The student pays one fee. We do this for the Building Operator Certification course – mainly because we must award certificates for each of the modules but, we have the student pay for the course in one billing. An example of the option where fees show up on child courses could be camps where the student enrolls in a parent camp course but, pays fees with each subject they choose to take during the camp.

9. Attachment A – Tab Name: EDCT, RFP Requirement Number 3 – Requirement: *Can expenses be paid from different accounts such as food and materials?* Question is – Are these expenses paid by the College to third parties or paid by third parties to the College?

**Answer:** Yes, paid by third parties to the college. Clemson is a good example. That contract requires providing food for students when delivering classes which inflates the course revenue. If the food expense could be allocated back to the food object code, we would have a more accurate accounting of course revenue and our food budget wouldn't be so inflated.

10. Attachment A – Tab Name: EDCT, RFP Requirement Number 33 – Requirement: *What flexibility does the system have for creating/modifying the student web experience? How can this be modified per course?* Question is – Please clarify what is meant by student web experience? Application? Registration? Taking the course?

**Answer:** Here are some aspects of the student web experience:

- Mobile friendly web pages that allow students to browse and register for courses from any mobile device with user friendly search options.
- Courses published by subject area in a calendar style for browsing.
- Students able to easily share course info via email or social media.
- Student can document compliance with course specific pre-requisite requirements (such as background check, other courses).
- “You may be interested in...” cross selling listing courses in same subject area during the checkout process.
- Payment processing with customizable fee types (i.e., registration fees, mandatory fees and optional fees, auto expiring early bird fees, special group discounts and special single use or limited use discount coupons).
- Offer memberships (fee-based or free) that offer members discounts on courses or restrict registration to members only. The membership module also supports multiple membership levels and family memberships (works well for OLLI programs).
- Student access to tracking their attainment of a credential or their progress for certificate programs (where students must complete a set number of courses, CEUs, or hours in order to earn a certificate).
- Students able to submit course suggestions.

11. Attachment A – Tab Name: EDCT, RFP Requirement Number 35 – Requirement: *How are special payments such as memberships, conferences, bundled courses, coupons or donations handled?* Question is – Are these payments paid by the College to third parties or paid by third parties to the College?

**Answer: Fees paid to GTC.**

12. Attachment A – Tab Name: Student, RFP Requirement Number 5 – Requirement: *Provides the ability for students to update their address and phone number. Also, provide a process to confirm their grades and course attendance.* Question is – Please clarify what is meant by “Also, provide a process to confirm their grades and course attendance.”

**Answer: The primary need to allow students to have the ability to update contact information. Confirmation of data once in the system would be an internal process.**

13. Attachment A – Tab Name: Student, RFP Requirement Number 54 – Requirement: *N/A* Question is – This requirement is blank in the RFP document provided. Is that supposed to be the case?

**Answer: Number 54 was listed in error and is blank. No need to respond to this line item.**

14. Amendment 1/Solicitation – RFP Page 4 – Requirement: *The seven (7) year maximum contract period consists of a two (2) year initial term plus five (5) additional one (1) year options to extend.* Question is – Can you explain and intent and purpose behind having a maximum 7 years contract that includes a 2-year initial term, followed by a 5-year “additional” term? Also, the same question but for the option to extend for 1-year after the 7 year (2+5) term? Is this a state requirement or a Greenville Technical College requirement? If State, can you provide us a reference to the statute?

**Answer: The State allows a maximum of a seven (7) year contract term with approval by the State’s Chief Procurement Officer. GTC requested this term and received approval. The initial term is for two (2) years to allow time to implement the awarded solution. The contract has the option to renew annually for a period of five (5) years to allow for any additional implementation time need and for support/maintenance. There is no option to extend for an additional one (1) year after the 7-year term.**

15. Amendment 1/Solicitation – RFP Page 13 – Requirement: *A. A demonstration script will be used to assist Greenville Technical College in reviewing your response and to gauge how well your solution meets Greenville Technical College’s goals and objectives. Please prepare to present information on the items listed on the demonstration script. The time allotted for the demonstration shall not exceed one (1) hour thirty (30) minutes, which includes the demonstration and further clarifications/questions and answers.* Question is – Can you clarify if this paragraph means that Greenville Technical College will actually be affording vendors a total of 1.5 hours to demonstrate the entirety of their campus-wide solution plus a Q&A period? Or is 1.5 hrs. the allotted time per function or tab in the Requirements XLS?

**Answer: The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror pursuant to Phase One (I) evaluations will be required to give a live**

**demonstration of their proposed solution either virtually or in person. The top 3 proposals will have time allocated up to 1 ½ days per Offeror for demonstrations.**

16. Amendment 1/Solicitation – RFP Page N/A – Requirement: *None* Question is – Can the vendor propose a hands-on session or sessions for faculty, staff & students as part of Greenville Technical College’s decision criteria given the level of investment and strategic importance for long-term sustainability this decision represents?

**Answer: Because of the size of the RFP team, we will not have hands-on sessions with faculty and staff across the college in this process.**

17. Amendment 1/Solicitation – RFP Page 15 – Requirement: *The College’s overall goal is for the procurement, implementation, training, and ongoing support of an integrated Enterprise Resource Planning (ERP) system.* Question is – Can you define “integrated” as it relates to Greenville Technical College’s requirements for an integrated EDCT, Student, Fin-Aid, CRM, Payroll, HR, Finance and Technology solution? Does this mean on one database or one integrated architecture, or does “integrated” mean one or several databases or architectures integrated through APIs or vendor-created integrations?

**Answer: Integrated systems could be a single database or several databases, as long as the database(s) are connected and function as one system. We are not interested in systems that do not communicate or need interfaces to sync information.**

18. Amendment 1/Solicitation – RFP Page 15 – Requirement: *It is envisioned that the proposed solution can be implemented within a two (2) year time frame from the start of implementation for all ERP and SIS solutions. The College would anticipate shorter time periods for subsets of services or products if a phased approach is used for implementation of proposed solutions.* Question is – Enterprise technology industry experts will assert that customer ERP implementation timelines are influenced by the customer and its resources’ availability and ability to execute on milestones and timelines as much as the vendor’s own availability and resource ability. As such, is this a hard requirement that responding vendors must assume that they agree to adhere to?

**Answer: We realize the full implementation process could be 2-3 years. However, we would expect that as systems are ready by function, we would be able to go live in waves rather than a “big bang” type implementation. Once we have an implementation plan, we would match the internal resources requirements to stay on schedule.**

19. Amendment 1/Solicitation – RFP Page 17 – Requirement: *The proposed solution should share the use of an integrated, relational database management system.* Question is – Can you clarify what this means? Does Greenville Technical College require one integrated system, or a culmination of many different systems that can be “integrated” and that share a common attribute (some type of database or relational database).

**Answer: GTC is open to a single database or multiple databases as long as they are integrated and function as one system.**

20. Amendment 1/Solicitation – RFP Page 24/25 – Requirement: *The Offeror must be able to provide references for successful conversions to the proposed platform. Reference should include, but not limited to the following contact information:* Question is – We would like to recommend that Greenville Technical College consider changing the requirement to be at least 5 references and up to 10 unique institutions. We would also like to recommend GTC require at least 2 or more contacts outside of IT from within some or all of the key functional areas (ex: President, CFO, CHRO, CIO, Provost, Registrar, etc.) The basis of our request/recommendation is for Greenville Technical College's protection and risk mitigation by ensuring the maximum due diligence and fiduciary responsibility, given the size of investment in an ERP solution and the enterprise-wide impact and project involvement from the various offices and departments within the College.

**Answer: The reference requirements of the RFP will not be changed but, GTC can request additional references during evaluation if needed to determine responsibility of the Offeror.**

21. Attachment A – Tab Name: Corporate, RFP Requirement Number 5 – Requirement: *Solution must be aligned with a major platform such as Microsoft. Vendor must provide an infrastructure diagram that demonstrates this platform alignment and strategic partnership.* Question is – Can you explain why an alignment with a major platform such as Microsoft is a requirement? What does Greenville Technical College consider as a major platform? Is this a State of South Carolina requirement or a Greenville Technical College requirement?

**Answer: The ERP system is not the only system in use at GTC. We want to make sure the new environment is keeping pace with changes in the industry and is built on a solid supported platform. This is a common request on the technical direction to make sure we understand the roadmap each vendor is on for any new system at GTC.**

22. Attachment A – Tab Name: Finance, RFP Requirement Number 1 – Requirement: *Describe the project accounting capabilities.* Question is – What are the typical types of projects that are accounted for? Are these capital, billable, internal, etc.?

**Answer: Capital projects and grant funds.**

23. Attachment A – Tab Name: Financial Aid, RFP Requirement Number 13 – Requirement: *Includes forms for creating, deleting, storing, and managing financial aid file suites.* Question is – What is meant by “financial aid file suites”?

**Answer: Because of the large amount of information generated during Financial Aid processing, GTC's current system, stores each academic year's information in separate sets of files. The set of files for each year is called a file suite. The financial aid file suite is a set of files for holding financial aid data for a single academic year. Each file contains a particular type of financial aid data. For example, the Summary Award (SA.xxxx) file contains a summary of award information for each FA applicant. Valid years are created when a yearly file suite is created.**

24. II. Instructions to Offerors – B. Special Instructions  
D. “The time allotted for demonstration shall not exceed one hour thirty and minutes”.

As a vendor, we are deeply invested to the long-term partnership with Greenville Tech and want to ensure the selection committee has ample opportunity to view and understand our solutions. Traditionally demonstrations are a vendor's opportunity to fully demonstrate its solution's capabilities along with its partnership with the institution. These demonstrations typically last 3-5 days to adequately allow for the necessary comprehensive education of the solution(s). Therefore, we would like to formally request additional demonstration time.

**Answer: Please refer to Q & A for Number 14.**

25. Under the section header of "Grades" on line #68 of the spreadsheet and question #42 they ask "Provides the ability to verify grades prior to updating the student's permanent record." Can Greenville please clarify the steps of verification required prior to updating the student's record?

**Answer: This is a batch type of process currently. The primary question is what process is used within your solution to enter grades.**

26. Under the section header of "Student Accounts" on line #85 of the spreadsheet and question # 54 there is no question provided. Can they confirm that no requirement resides in question 54?

**Answer: Please refer to Q & A for Number 12.**

27. FA requirement 13. FA13. Includes forms for creating, deleting, storing, and managing financial aid file suites. What do they mean by the word form? Does this mean a page in the GUI? What do they mean by file suites?

**Answer: Because of the large amount of information generated during Financial Aid processing, our current system, stores each academic year's information in separate sets of files. This data is stored within the system and not a separate page or form.**

28. Page 16. Full time and part time employee count is listed. What is the amount of student workers that Greenville Tech has?

**Answer: Our biggest term this year for College Work Study students was 2019 Fall with 59 students. Total unduplicated students for the 19/20 year was 61.**

29. In reference to the current CRM: Who is the current SMS delivery provider? Who is the current MMS delivery provider? What is the number of seat counts for administrative users? What is the number of contacts for outreach and engagement?

**Answer: We currently are not using a CRM system.**

30. What is the overall budget for software + implementation for this project?

**Answer: We do not plan to share this information.**

31. In Attachment A, can you please clarify the type of information you would like vendors to provide in the "Response" vs. "Comments" column? Is an answer required for all columns? For example, if the

requirement is answered as “delivered” in column D, is a response or comment required? Or, are responses and comments only required if further information or clarification is needed?

**Answer: Filling out the response is all that is required in this spreadsheet. We added the comments section if needed but, is not required.**

32. Regarding CRM, how many full access users (able to configure the system, update settings/workflows, create and manage campaigns/communication plans, use live chat, write reports, other higher level functions) do you anticipate will access the solution?

**Answer: We are currently not using a CRM system. We would like to have the ability for live chat and other CRM features. Depending on the CRM features, we would have less than 50 full access users.**

33. Regarding CRM, how many limited access users (only able to update contact date fields, add notes, and run pre-written reports) do you anticipate will access the solution?

**Answer: We do not currently have a CRM system. Depending on the features, we would have less than 200 unlimited access users for the overall CRM (see #33 for additional information).**

34. Do you expect to use the chat feature? If so, how many chat users do you anticipate will access the solution?

**Answer: If we had a chat feature, we would expect to use this. We would estimate that we would have under 25 users for the Chat feature alone.**

35. How many student applications do you receive annually?

**Answer: On average, we receive 21,000 applications annually.**

36. Regarding Finance/HR/Payroll, how many full access users (able to configure the system, update settings/workflows, perform accounting and finance back office tasks (AP, AR, GL, process transactions, generate financials), write reports, approve and manage budgets, and other higher level functions) do you anticipate will access the solution?

**Answer: We have under 50 full access “Power users”.**

37. Regarding Finance/HR/Payroll, how many limited access users (only able to view pay stubs/W-2s, view and select benefits, update personal information (address, demographic info), submit and approve timecards and expense reports, submit budget and purchasing requests) do you anticipate will access the solution?

**Answer: We have under 1,350 limited access users.**

	<p><b>State of South Carolina</b></p> <p>Request for Proposal Amendment 3</p>	<p>Solicitation: <b>Date Issued:</b></p> <p>Procurement Officer: Phone: E-Mail Address: Mailing Address:</p> <p>5400019402 <b>08/7/2020</b> SHEILA O. WILLIS, CPPBS (803) 737-4417 <a href="mailto:swillis@mmo.sc.gov">swillis@mmo.sc.gov</a> SFAA, Div. of Procurement Services, ITMO 1201 Main Street, Suite 601 Columbia SC 29201</p>
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DESCRIPTION: **Enterprise Resource Planning (ERP)System**

USING GOVERNMENTAL UNIT: **Greenville Technical College**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/05/2020 11:00:00** (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: 08/14/2020 16:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: If submitting on-line – One (1) Technical Copy marked “Original”, One (1) Business/Price Copy marked “Original”, One (1) Redacted Technical Copy marked “Redacted”. If submitting a hardcopy - One (1) Technical Hardcopy marked "Original", One (1) Electronic Technical Copy marked "Copy", One (1) Redacted Electronic Technical Copy marked "Redacted", One (1) Business/Price Hardcopy marked “Original”, and One (1) Electronic Business/Price Copy marked “Copy” See “Submitting Redacted Offers” provision Section IV., “Submitting Confidential Information” Section II.A., & “Electronic Copies-Required Media & Format” provision Section II. B. **Initial here \_\_\_\_\_ if a redacted copy is NOT necessary**

<p>CONFERENCE TYPE: <b>Not Applicable</b></p> <p>DATE &amp; TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p>LOCATION: <b>Not Applicable</b></p>
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<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on <b>02/10/2021</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
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<p>You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred and eighty (180) calendar days after the Opening Date. (See "Signing Your Offer" provision.)</p>	
<p><b>NAME OF OFFEROR</b>  (full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p><b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p><b>DATE SIGNED</b></p>
<p><b>TITLE</b>  (business title of person signing above)</p>	<p><b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</p>
<p><b>PRINTED NAME</b>  (printed name of person signing above)</p>	<p><b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)</p>
<p><b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) (See "Signing Your Offer" provision.)</p>	
<p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p>	
<p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>	

## PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

Area Code -

Number - Extension Facsimile

E-mail

Address

PAYMENT ADDRESS (Address to which payments will be sent.)  
(See "Payment" clause)

ORDER ADDRESS (Address to which purchase orders will be sent)  
(See "Purchase Orders and "Contract Documents" clauses)

Payment Address same as Home Office Address

Payment Address same as Notice Address **(check only one)**

Order Address same as Home Office Address

Order Address same as Notice Address **(check only one)**

### ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date						

DISCOUNT FOR PROMPT PAYMENT  
(See "Discount for Prompt Payment" clause)

10 Calendar Days (%)

20 Calendar Days (%)

30 Calendar Days (%)

Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

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## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (MODIFIED)**

It is the intent of the State Fiscal Accountability Authority (SFAA), Division of Procurement Services (DPS), Office of State Procurement (OSP) to solicit offers from qualified vendors and establish a contract for the implementation, training and ongoing support of an integrated Enterprise Resource Planning (ERP) system for Greenville Technical College in accordance with all requirements stated herein. The system should provide a comprehensive Student Information System (SIS), include ancillary products and professional services, all of which will replace the College's current student, financial, and human resources enterprise information systems. This system should include a focus on the current and future needs of continuing education and the credit programs and services of the College.

#### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

Start date: 02/20/2021 End date: 02/19/2028. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The seven (7) year maximum contract period consists of a two (2) year initial term plus five (5) additional one (1) year options to extend.

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

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

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

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

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### **AUTHORIZED AGENT (FEB 2015)**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

## **AWARD NOTIFICATION (MODIFIED)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

## **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

## **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification,

in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/codereg/statmast.php>  
[02-2A040-2]

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

**To keep social distancing in compliance with the Governor's Executive Order, the SFAA encourages vendors who wish to attend the proposal opening to do so by conference call. Vendors may take part by dialing:**

**Access Phone Number: 1-800-753-1965  
Access Code: 7371511**

## **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

## **DUTY TO INQUIRE (FEB 2015)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

## **ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

## **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

## **OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

## **PROTESTS (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

## **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

## **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment,

whichever is applicable. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions must be submitted in writing and received by the Procurement Manager for this solicitation no later than **August 14, 2020 at 4:00 PM.**

Email is the preferred method for submitting questions to the procurement officer. Title the "Subject" line of your email "Questions 54000XXXXX". Questions must be submitted in an easily copied format such as MS Word.

Email: [swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 737-0639.

## **QUESTIONS FROM OFFERORS – AMENDMENT (JUN 2017)**

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The "State's Response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential Offeror that submitted the question. Questions do not form a part of the contract; the "State's Response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

## **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

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

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

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

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

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

## **SIGNING YOUR OFFER (JAN 2004)**

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as

defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

### **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

### **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

### **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The

withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)**

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

### **LIVE DEMONSTRATION REQUIREMENTS**

The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP pursuant to Phase One (I) evaluations will be required to give a live demonstration of their proposed solutions. It is preferred that the demonstration will be performed 'in person' at **Greenville Technical College in Greenville, SC** (address will be provided at a later date) and any travel related expenses incurred by the Offeror are the sole responsibility of the Offeror; or the Offeror may conduct the demonstration through a web conferencing solution such as GoToMeeting or an equivalent product. If the Offeror chooses the web conferencing solution option, the Offeror understands it may impact the presentation style and will take all potential technical issues into consideration. The SFAA, Division of Procurement Services will notify the three (3) highest ranked responsive and responsible Offerors with a mathematical chance of bidding the highest ranked Offeror of this RFP, pursuant to Phase One (I) ranking, as quickly as possible to schedule a specific date and time. A demonstration given by an Offeror under this section is permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors.

- A. The activities of the Offeror should be limited to a demonstration of the capabilities and methods described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information or show products/features not included in their proposal. Negotiation is not permitted at this stage in the procurement stage in the procurement process and an Offeror may not change its proposal during the demonstration.
- 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. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.
- C. The 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, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- D. A demonstration script will be used to assist Greenville Technical College in reviewing your response and to gauge how well your solution meets Greenville Technical College's goals and objectives. Please prepare to present information on the items listed on the demonstration script. The time allotted for the demonstration shall not exceed one and one half (1 ½) days per Offeror, which includes the demonstration and further clarifications/questions and answers.
- E. If there is a portion of the demonstration agenda which your system does not accommodate, please state this during your demonstration and move on to the next agenda item. Failure to review or acknowledge items on the demonstration agenda may result in failing the demonstration.
- F. The Offeror will present their demonstration and shall supply all components required in order to perform the demonstration. The State will provide a projection screen and ensure internet connectivity.

## **MAIL PICKUP (JAN 2006)**

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

## **ON-LINE BIDDING INSTRUCTIONS (MAR 2015)**

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

**Only offers with a status of "submitted" have been received by the State.**

**Offers with a status of "saved" have not been received.**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted. [02-2B105-2]

**If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001. The Procurement Officer is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.**

## **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

## **PROTEST - CPO - ITMO ADDRESS (MODIFIED)**

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

(a) by email to: [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov), or

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

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **STATEMENT OF WORK**

The College's overall goal is for the procurement, implementation, training, and ongoing support of an integrated Enterprise Resource Planning (ERP) system. The comprehensive system being sought will replace the College's current student, financial, and human resources primary enterprise information systems and provide a comprehensive student information system. In addition, the ancillary products, applications, and professional services that will replace existing products or enhance business processes and/or improve service delivery would be ideal.

To this end, the College is seeking creative solutions that will address the following:

- Replacement of the current legacy ERP system(s) with new state-of-the-art solutions which includes a comprehensive Student Information System
- Implementation of these solutions
- Provision for long term maintenance of the proposed solutions that is cost-effective and sustainable
- A plan for all tasks associated with migration from the legacy system(s) to include the complete installation, business process alignment, data conversion, project management, and training for technical staff and end users for the proposed solution
- Hardware configuration with alternate cost proposal of same or fully hosted system

It is envisioned that the proposed solution can be implemented within a two (2) year time frame from the start of implementation for all ERP and SIS solutions. The College would anticipate shorter time periods for subsets of services or products if a phased approach is used for implementation of proposed solutions.

#### **INTRODUCTION**

The College's ERP and SIS are currently operated on a legacy system running on SQL Server and Oracle database package systems with a series of ancillary applications with limited capacity to meet our ongoing needs. Within the ERP system this includes Human Resources, Payroll, Talent Management, Finance and reporting. The student information part of the system includes Financial Aid, Student and a customer relationship management module.

#### **PROFILE OF THE COLLEGE**

Founded in 1962 as the first of sixteen colleges in the South Carolina Technical Education System, Greenville Technical College (GTC) is a comprehensive technical and community college in Greenville, South Carolina. The college mission is to *transform students' lives and help the community thrive by providing world-class, affordable education to students and building an educated engaged workforce committed to life-long learning.*

Enrolling over 11,000 at the end of the fall 2019 term, GTC is an open-access institution with broad experience in meeting the needs of students from diverse socioeconomic and educational backgrounds. In addition to first-time college students, GTC serves many individuals who are non-traditional for higher education, including single-parents, career changers, and veterans, as well as those with special needs such as English as Second Language students and students with disabilities.

The college offers seven academic schools that align with the career clusters offered by Greenville County Schools. GTC's schools are: Academic Advancement; Advanced Manufacturing and Engineering Technology; Arts and Sciences; Aviation, Construction and Transportation; Business and Computer Technology; Education and Professional Studies; and Health Sciences. Multiple academic programs within these schools correlate with the industries targeted for growth by local economic development agencies, including the Greenville Area Development Corporation and the Upstate SC Alliance. GTC also provides non-credit career advancement and professional development training through the Economic Development and Corporate Training division.

GTC offers classes on four campuses (Barton, Benson, Brashier, and Northwest) and three additional locations (the Center for Manufacturing Innovation, the South Carolina Technology and Aviation Center, and McKinney Automotive Center). In addition, GTC offers dual credit courses designed for motivated high school juniors and seniors, who seek academic challenges and want to get a head start on advanced academic goals. GTC continues to educate the workforce, offering a wide range of options including traditional classes, online courses, and blended courses.

## **COLLEGE DEMOGRAPHICS**

Greenville Technical College's vision is to be a primary driver of economic growth through workforce development, by collaborating with community and business leaders. As one of the top 44 major employers in Greenville County, GTC prides itself on being a world-class learning institution that seeks to provide diverse employment and educational opportunities for the citizens of Greenville County.

<b>2018-19</b>	
Annualized Credit Enrollment	13,282
<i>Source: EDSS ANN101</i>	
Full-time Faculty	319
Part-time Faculty	470
	<b>789</b>
<i>Source: IPEDS HR 2018-19</i>	
Full-time Staff	348
Part-time Staff	212
	<b>560</b>
<i>Source: IPEDS HR 2018-19</i>	

- Annualized Continuing Education Enrollment 9,726 (2017-18)

*Source: EDSS ANN110*

## **PROBLEM STATEMENT**

Offeror's solution should be based on current architecture that can support all student information needs of the college, including continuing education and the credit programs as well as administrative business and back-office functions. The solution should improve the ability to use data in reporting, dashboards, and business analytics across a common system. The college would like to improve disaster recovery abilities with a hosted solution.

### **A. Overall Goal of the College**

The College is eager to enhance its efforts in the following areas:

- Recruitment and enrollment of students
- Online application(s) for students
- Arrangement of class rosters and schedules or interfaces to systems such as 25Live Collegenet
- Development, storage and transmittal of transcripts
- Administrative support for instruction
- Production of bills and payrolls
- Tracking and analysis of accounts
- Purchasing and tracking of inventory
- Organization, recruitment, management and storage of faculty and staff employment records
- Streamlining business processes
- Responsiveness to state/federal/reporting requirements
- Improved services for students, faculty and staff

- Greater access to important resources
- Improved productivity using web-enabled applications and document management
- Efficient access to data, information and transaction processing through a portal
- Implement a comprehensive Student Information System, to enhance accountability throughout the College

At a minimum, this solution shall provide the procurement of a robust student, human resources, and financial information system that has seamless integration to existing third party applications with web self-service applications, along with a portal solution that will provide a single common point of entry to all applications. The proposed solution should share the use of an integrated, relational database management system. Offeror's solution should provide an integrated system that responds to and supports GTC's culture of service excellence, beginning with our employees.

## **B. Business Challenges and Transformation Needs**

The impending retirement of the current Ellucian Colleague system, as well as the personnel to support such products, has created an urgent need to seek an SIS/ERP that will support the college's needs now and many years into the future. These factors, combined with the desire of the College to adopt the best practices of other institutions of higher education to support the constantly changing needs of our technology-minded students, take advantage of new technology, and to provide real-time accountability and comprehensive reporting, has prompted the need for a new solution.

The proposed system will replace the outmoded legacy administrative system with a more flexible, adaptive solution that delivers and enables new processes and services which integrate with existing technology. A new solution should allow integration with new technologies much more quickly, easily, and economically.

The following are some of the major limitations of the current administrative system, which a new ERP system should address:

- Inability to provide the most up-to-date information in an intuitive, graphical, user-friendly interface that will result in consistent data that allows the college to improve business processes and planning.
- Lacks a seamless integration between technology and learning, hampering faculty access to student data for teaching and advising, mining information, and creating reports related to grading, retention, admissions, and similar academic endeavors.
- Limited automation or workflow of student information and business functions within the current system.
- Currently Credit and Non-Credit students are not in the same ERP / SIS systems thus impeding the college's ability to provide a seamless student experience. Also, business inefficiencies exist, and staff resources are wasted attempting to align credit/non-credit business functions.

## **C. Focus on the Customer and Business Users**

The College desires a system with the following:

- User friendly system(s) for students, companies and internal users
- Personalized branding for the College
- Pushes key metric information to common Dashboards
- Reporting system should be user friendly
- Around the clock access and end-device independent
- Address ADA / 508 compliance issues within solution
- Administrative and academic process streamlined to allow faculty and staff to focus on value-added work

## **D. Transform Business**

The College desires a system that provides:

- Centralized data for common access by the college
- Seamless transition through the Student life cycle from prospect to graduate and beyond.
- More than a transactional batch type system
- Solutions are client and process centric, not organization centric

## **E. Integrations**

The proposed solution must seamlessly integrate or have other options that will address the following existing applications:

- Blackboard Learning Management System
- ImageNow (Hyland – Document Imaging system or like solution)
- OneCard – or similar systems that may be available
- Ability to work with print management systems such as Paper Cut
- Support single sign-on to base system, other systems, and portal application
- Integrate with Bookstore P.O.S. system (Total Computing System)

## **F. Services**

The College requires the following services be included in the proposed solution as needed to support successful implementation and ongoing operations:

- Training for technical staff
- Training for end users
- Functional consulting
- Project management
- Business process review, revision, and integration as it relates to the selected solution (s)
- Data conversion
- Maintenance
- Other value-add services as required

## **G. Functional and Technical Capabilities**

The proposed enterprise software solution should at a minimum meet all the following functional capabilities:

Include all components to support and implementation services for Student Systems, Human Resources, Financial and Business Solution, Business Intelligence, and a Student Information System that can be used by and for continuing education or credit students. Systems should comply with industry-based privacy, financial, and information security regulations and standards (e.g. FERPA, HIPAA, Gramm-Leach-Bliley, and Sarbanes-Oxley).

The proposed solution shall meet all the following technical capabilities:

- Ancillary systems must support either Microsoft SQL Server or the RDBMS provided with the ERP solution if the system is not fully hosted.
- Provide for multiple levels of data security and ensures the integrity of the data being entered as well as data in transit and at rest.
- Support native interfaces to Active Directory / ADFS / SAML for security access.
- Operate in a high availability (or clustered) system environment supporting twenty-four seven (24x7) system availability.
- Operate in VMware's current virtual server environment if not fully hosted.
- Offeror must have one system that will meet all requirements specified in this RFP.
- Solution should support Financial Aid updates and modification to code in a timely manner.

## **H. Student Information System**

Provide an integrated system that responds to and supports GTC's culture of student access and success through supporting each students' personal growth and development. Proposed solution should have one system for credit and non-credit students.

Solution should include seamless integration of all credit and non-credit program areas for each of the following:

- Student records
- Definition of the College calendar
- Advising
- Registration
- Course inventory
- Course catalog
- Grading and class roster
- Degree audit and transcript production
- Prospect recruiting
- Record and process disciplinary and other matters pertaining to student and academic life while enforce student accountability
- Support of enrollment and instructional management, including curricula, instructional facilities, and assignment of faculty, workload and seats analysis

#### **I. Peak Time Solutions (post-implementation)**

As is typical on college campuses, the College experiences high demand during certain times of the year, registration for the fall and spring semesters. Solutions must be capable of meeting acceptable performance during seasonal peak times.

#### **J. Student Finance**

Provide a fully automated, integrated solution to ensure comprehensive functionality for the following:

- Cashiering system handling all college monies, whether through the mail, phone, web or in person transactions (cash, checks, credit/debit cards)
- PCI / DSS (Payment Card Industry Data Security Standard) Compliance
- Allow for the proper recording of all non-tuition and fees-related transactions in an automated environment fully integrated with Student Records and Finance Systems
- Accounts Receivable management system fully integrated with Student Records and Finance Systems that ages receivables, streamlines, and automates due diligence collection efforts, allows for notes and history files, etc.
- Allow for accurate and automated reconciliations of all cash between the College, banking institutions, state agencies and others.
- Allow for web transactions thru e-bills, e-payments, etc.

#### **K. Financial Aid**

Provide an automated and fully integrated Financial Aid Management System for administering federal, state, and institutional funds. Provide timely and accurate patches and updates as modifications occur. Will provide current South Carolina Lottery code on request.

#### **L. Human Resource and Payroll System**

Provide a solution that supports the following employment lifecycle processes:

- Employee recruitment, hiring, onboarding, and records maintenance
- Benefits, termination, position control
- Process time and labor, track time and attendance, and monitor/approve absence time (i.e. annual leave, sick leave, compensatory time, etc.)
- Internal training management
- Faculty credentialing
- Web-based recruitment and tracking
- Web-based employee and faculty performance system
- Web-based time and attendance management system.

- Rules-based payroll management system, which will ensure compliance with current Federal and State compensation rules
- Calculate payroll, taxes, disposable income, and garnishments

Offeror should provide a comprehensive ERP system that seamlessly integrates the employee, student and business operations of the college. Such a system would ideally provide timely and relevant data and reporting capabilities for administration to assist with evidenced based decision making.

## **M. Finance System**

Provide a solution that supports the following activities:

- Chart of accounts, general ledger accounting, budgeting, accounts payable, and accounts receivable
- Capital projects repository, purchasing including solicitation management, catalogs, and contract management
- Inventory control and asset management
- Financial reporting
- Electronic workflow, forms, and payment
- Fully integrate with the Human Resources and Student Systems

## **N. Business Intelligence**

- Provide direct solutions or identify third party software solutions which will allow the College to perform detailed data mining for reports and dashboard technologies. If third party software is required, the college will procure as needed.
- Include graphic capabilities and ease of use
- Solution should have capability to utilize existing data, to be clearly articulated prior to the final implementation

## **O. Data Warehousing and Reporting**

- Provide data warehousing and reporting capabilities to include the establishment, interface and migration of transaction data to a contractor supported data warehouse
- Report writing capabilities that range from daily transaction reporting as well as complex multi-level and multi-dimensional querying and reporting, covering a wide range of export and report capabilities utilizing a flexible, intuitive report builder

## **P. Document Imaging**

Document imaging is an integral part of workflow at the College and is used by a wide variety of constituents across campus.

- Offeror's solution should support a large database of stored images that are seamlessly accessed via application programming interface(s) from the application software
- Intuitive ease of operation is of major importance
- The proposed system should work with ImageNow – (Hyland system) or like product for imaging needs.

## **Q. Workflow**

- Provide for the automation of business processes using a workflow engine, workflow modeling and workflow definition tool that will allow the College to automate many multi-step processes
- Provide the mechanism utilized for authentication, security, access, and routing of information, documents, and approvals using work flow

## **R. Portal**

GTC envisions access to the college's portal as one that enables prospects, students, faculty, staff, parents, and alumni to access a variety of transactions, information resources, on-line tools and services in a secure, consistent and customizable manner.

With that in mind, the ideal solution should include:

- An integrated and scalable portal solution
- Transactions, resources and services that serve faculty, staff and student needs, responsive based on their role
- Examples include: admissions, registration, fee payment, transcript requests, academic history queries, student program evaluations, grade entry and changes, change of demographic information including mailing address, viewing of financial aid awards, timekeeping management, viewing of class rosters, accessing e-mail, course management software, and other information
- On-line source of personalized college communication
- Community building tools that can help foster relationships among campus constituencies

## **S. Information Security**

- Offeror's solution must provide a robust hierachal security infrastructure that allows the college's technical staff to meet and exceed Gramm-Leach-Bliley (GLBA) compliance now and in the future.
- This solution shall include screen and element access according to various criteria, including, but not limited to, user's need for functionality, and/or user group, and/or user type, and/or user's position in a hierarchy.

## **PROJECT MANAGEMENT METHODOLOGY**

The State has adopted a project management methodology based on principles set by the Project Management Institute (PMI). It is strongly believed that a competency in sound project management principles is critical to the success of any project awarded by the State. Therefore, the successful Offeror shall demonstrate a competency in this area, including project management methodology, supporting tools, and qualified project managers. This may include but is not limited to preparing status reports, attending status meetings, and provide meeting summaries. Offerors shall provide a detailed project plan that is documented with dates, detailed tasks, and dependencies.

## **IMPLEMENTATION PLAN**

The first phase of this entire project will be the implementation plan. The successful offeror will be required to provide the College a detailed implementation plan to include all accepted segments, milestones, and deliverables reflecting all aspect of this contract.

### **A. Implementation Services**

The successful offeror will provide a high-level project management and implementation services for all products procured and their integration into existing software applications. In the event the contractor chooses to subcontract with a third-party service provider for any part of the implementation, the specific nature of these services shall be identified, to include reasons for the exception. If this third-party involvement should occur, the primary contractor will be accountable for the quality and timeliness of the services rendered by that third-party provider.

The specific segment implementation plan is critical to the overall success of this project. To accomplish this goal, the College is seeking an all-encompassing Implementation Plan including project management.

### **B. Travel Expenses**

The state will reimburse contractor for travel expenses contractor actually incurs. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of this contract. Reimbursement is contingent upon submittal of paid receipts on a monthly basis. Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. Travel expenses must be pre-approved by the College. Reimbursements are allowed only in accordance with the travel regulations established for State employees. (See <https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures> and review Disbursement Regulations.) Meal costs may not exceed \$35 per day in S.C. Rates for lodging may not exceed the current maximum lodging rates, excluding taxes,

established by the US General Services Administration (<https://www.gsa.gov/travel-resources>). Mileage will be reimbursed at the current rate for SC Employees in effect at the time of travel.

### **ONGOING MAINTENANCE/SUPPORT**

Offeror must provide robust post-implementation support plan that demonstrates an ongoing successful partnership with GTC. Such a plan would provide the utmost confidence to GTC that offeror is committed to ensuring solution is aligned with College's service excellence vision to consistently surpass student and business expectations.

#### **A. Ongoing Internal Functional and Technical Support:**

Offeror should provide recommended make-up of the internal (College) functional and technical support team post implementation.

- Define optimal number of technical staff, skill sets, and levels required to adequately maintain the system post-implementation once partner has handed off to GTC.
- Define "super user" content area subject matter experts by functional area needed post implementation to ensure ongoing success.

#### **B. Upgrades:**

The successful offeror's obligations to provide upgrades as part of maintenance services shall include, without limitation, access to "Major Version Upgrades" and "Successor ERP/SIS Products" at no additional charge outside of standard yearly maintenance and support fees.

#### **C. Disaster Recovery Services:**

The Offeror shall provide an off-site (within the Continental United States) disaster recovery strategy to cover the College from critical systems failure or catastrophic event that would damage or destroy the Data Center and computing equipment.

#### **D. Operational Manuals**

Offeror shall provide five (5) detailed and comprehensive operational manuals of the proposed ERP /SIS system to include all components or individual modules.

#### **E. Other Deliverables:**

After award, all deliveries shall be made, and all services provided to the location specified by the Using Governmental Unit in its purchase order.

### **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Greenville Technical College  
506 South Pleasantburg Drive  
Greenville, SC 29607**

[03-3030-1]

### **OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide five operational manuals for each item acquired. [03-3055-1]

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

### **INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)**

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (MODIFIED)**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

1. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the State's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants/subcontractors).
2. Functional Technical Overview: Offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the current environment and scope of the project. Describe how the proposed solution will improve the College's current environment by: replacing the legacy system with a single, integrated system encompassing all the major functional areas of the institution; seamlessly integrate with existing third party vendors; providing a more "user-friendly" system that will improve the user experience for students, faculty, staff, and donors; improving the accuracy, availability and security of critical system data; automating and streamlining processes that will eliminate manual and duplicate efforts. Offerors should address how their solution can meet the College's critical need in the area of document imaging.
3. Technical: Your offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the College's current and future technical environments relating to the scope of the project. Please discuss where relevant any environmental requirements for the proposed solution.
4. Hardware: Provide optimal specifications and configuration for all hardware necessary to implement total proposed solution using criteria stated in the Technical Information section. Include any environmental requirements.
5. Training: Explain any proposed training solution. Include plans for training new employees beyond the initial training cycle, employee readiness evaluations, training feedback, student-instructor ratios, duration of training, etc. Include plans for updating and maintaining training plans, system documentation, operational documentation, etc. For the duration of the implementation or term of the contract as appropriate. Include any other training solutions that are available.
6. Recommended Training: Describe the strategy, methodology and plan for the proposed Training solution, which best suits the College's organizational size and complexity during implementation and throughout the life of the product. This solution should focus on the lowest risk option that ensures the College's greatest level of success based on industry experiences at other higher educational institutions.
7. Attachment A – Technical Quality Spreadsheet: The Technical Quality Spreadsheet consists of questions or features for various areas of the solution. Offerors should complete this spreadsheet to indicate the degree, completeness, and suitability of the Offeror's solution.
8. Project Management: Provide a high-level project plan with timelines for implementation and milestones. Is the implementation team in-house or 3<sup>rd</sup> party? If Offeror will use a 3<sup>rd</sup> party, Offeror must submit company name and address.
9. Describe the implementation process including conversion of data and process for pulling historical data into the new system.

10. Define optimal number of technical staff, skill sets, and levels required to adequately maintain the system post-implementation once partner has handed off to GTC.

11. Define "super user" content area subject matter experts by functional area needed post implementation to ensure ongoing success.

12. Maintenance and Support Programs:

Specify the nature of any post-implementation an on-going support provided by the Offeror including:

- Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed. Define differentiators between levels, such as gold versus silver.
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module. Offeror's obligations to provide upgrades as part of maintenance services shall include, without limitation, access to "Major Version Upgrades" and "Successor ERP / SIS Products" at no additional charge.
- Identify any software costs that are not included in annual ongoing maintenance and support fees.
- Any anticipated mid-implementation upgrades. If any are planned, the estimated work effort and related costs associated with such tasks should be included in the proposal.
- Availability of user groups and their geographic areas.
- Define the process to report problems with system, including escalation processes, how resolutions are tracked, and resolved.
- Define the process for how "Bug" fixes and patches are addressed.
- Define how support is provided for third-party solutions.
- Define what addition support may be available that has not been mentioned. (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base)
- Data conversion requirements should include who is responsible for developing any data conversion programs, the acceptable level of conversion, how many records are to be converted, who is responsible for entering any records that do not convert properly, etc.
- Service level agreements (SLA) with performance commitments. If appropriate, include industry standard response times and performance requirements for normal business processing and/or critical business processing as appropriate.
- Offeror should define target percent of system availability up-time and service recovery options for downtime.
- Offeror shall provide an off-site (within the Continental United States) disaster recovery strategy to cover the College from critical systems failure or catastrophic event that would damage or destroy the Data Center and computing equipment.
- Back-up plans for proposed network, data, and systems outages and disruptions, if appropriate.
- Describe Warranties --include all functional, performance, and quality of workmanship warranties.
- Total cost of ownership --provide anticipated cost of purchasing, owning, operating, maintaining, and supporting the proposed solution for the total potential term of the contract. Include a detailed accounting of the total cost of ownership.

13. Vendor Qualifications

- Include a discussion of the overall acquired experiences your company, products and services have gained in the higher education industry. Include the total number of customers that use your solution. Indicate the number or percentage of your customers that are higher education institutions. Is your company's sole vertical higher education?
- Please supply your total client list of higher education customers running your total integrated ERP system, detailing the version that is currently in production, the modules that are in production, the number of years that system has been in production along with the contact information for each client.
- Provide a description of the top three (3) related customer implementations which most resemble the College, detailing the version that is currently in production, the modules that are in production, the number of years that system has been in production along with the contact information for each client.
- The Offeror must be able to provide references for successful conversions to the proposed platform. References

should include, but not limited to the following contact information:

- Client name
- Client address
- Contact name
- Telephone number
- Email address
- Brief summary of the project including the date of installation

- What is the number or percentage of your customers that are higher education institutions?

### **MINORITY PARTICIPATION (DEC 2015)**

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No

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

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

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

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

- [ ] Traditional minority
- [ ] Traditional minority, but female
- [ ] Women (Caucasian females)
- [ ] Hispanic minorities
- [ ] DOT referral (Traditional minority)
- [ ] DOT referral (Caucasian female)
- [ ] Temporary certification
- [ ] SBA 8 (a) certification referral
- [ ] Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

### **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015)**

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

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. [04-4027-1]

### **SUBMITTING REDACTED OFFERS (MAR 2015)**

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

- The Student, HR-Payroll, Finance, and Business Intelligence modules (or predecessor versions of those modules) must have been in full production at a minimum of five (5) higher education institutions for at least three (3) years.
- Have successfully provided the proposed ERP/SIS system via SaaS or hosted system for a two- or four-year institution of higher education with similar complexity of system integration to Greenville Technical College. (e.g. Include comprehensive HR, Payroll, financial ERP which integrates seamlessly with SIS business operations, and student-facing systems such as common LMS platforms.
- Solution should support South Carolina state requirements such as South Carolina Lottery and other state or federal requirements.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

### QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

## **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- PROPOSALS (JAN 2006)**

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

### **AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror. [06-6040-1]

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

### **DISCUSSIONS AND NEGOTIATIONS - REQUIRED (FEB 2015)**

No award will be made to an offeror until after negotiations have been conducted with that offeror. As provided in Section 11-35-1530, negotiations must begin with the highest-ranking offeror; accordingly, submit your best terms from both a price and a technical standpoint. In addition, make sure your offer is responsive; the State will not evaluate or negotiate with a non-responsive offeror, and ordinarily, nonresponsive proposals will be rejected outright without prior notice. The State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial offer, but only if your initial offer is responsive. If a satisfactory contract cannot be negotiated with the highest-ranking offeror, the State may elect to conduct negotiations with other offerors. As provided in Section 11-35-1530(8) the State also may elect to make changes within the general scope of the request for proposals and provide all responsive offerors an opportunity to submit their best and final offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals. [06-6059-1]

### **EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

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

Two sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not include the demonstration of product capability. Offerors with a mathematical possibility of being the highest ranked Offeror after scoring of Phase I will be required to provide a demonstration of their proposed solution and will be evaluated against the Phase II set of criteria indicated below. The Phase II criteria includes the demonstration only.

#### **PHASE I**

1. Functional and Technical Capabilities: The completeness and suitability of the Offeror's proposed solution to meet or exceed the defined Business Challenges and Transformation Needs of this RFP.
2. Information Technology Resources/Support/Implementation Service: A thorough and detailed explanation as to the amount of technical support (staffing) required by the College for initial implementation and for ongoing support. Offerors are to include detailed explanation as to the integrative capability and security surrounding the system. A thorough and detailed presentation of all implementation support to be provided to the College throughout the entire implementation, including training.

3. Business Proposal: The value of the proposed solution to meet or exceed the needs of this solicitation with specific respect to Total Cost of Ownership, Risk Analysis, Risk Mitigation, Risk Sharing and Performance Incentives. Offerors are to identify all costs associated with this project.

4. Offeror's Qualifications: The completeness and suitability of the Offeror's proposed solution to meet the needs of this RFP. The Offeror's financial responsibility and financial strength must reflect sound financial stability; the Offeror's experience and references must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size and scope.

After the evaluation of the Phase I criterion, the criteria scores will be calculated, and the average score will not exceed one hundred (100) points. The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP pursuant to Phase I evaluations, with the allowable demonstration criteria points being considered, will be required to provide a demonstration of their proposed solution and will be evaluated in Phase II. The total points from Phase I and Phase II will be added to determine the highest ranked Offeror. If only one (1) Offeror is invited to demonstrate, the demonstration will be evaluated based upon a pass/fail assessment.

## **PHASE II**

### **1. Demonstration:**

Demonstration of capabilities and methods described in the Offeror's written proposal to meet the needs of the College as defined in this RFP.

TOTAL from Phase I and Phase II

[06-6065-1]

## **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

## **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

## **EQUAL OPPORTUNITY (JAN 2006)**

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

## **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

## **FIXED PRICING REQUIRED (JAN 2006)**

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

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

## **NOTICE (JAN 2006)**

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

paragraph. [07-7A050-1]

## **OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

## **PAYMENT and INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

## **PUBLICITY (JAN 2006)**

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

## **PURCHASE ORDERS (JAN 2006)**

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

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

## **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax

collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

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

#### **WAIVER (JAN 2006)**

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

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **BANKRUPTCY - GOVERNMENT INFORMATION (FEB 2015)**

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

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

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;  
(b) method of shipment or packing;  
(c) place of delivery;  
(d) description of services to be performed;  
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,  
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

### **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. [07-7B035-1]

## **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.

### **TBD after award**

[07-7B040-1]

## **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE-SOFTWARE LICENSING-SINGLE AGENCY (FEB 2015)**

Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements-Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. Further, the document titled *South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software - Single Agency*, which is attached hereto as an exhibit, is offered as information only and does not form part of the contract. [07-7B042-1]

## **CONTRACT LIMITATIONS (JAN 2006)**

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

## **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

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

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

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

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

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the

State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

## **CONTRACTOR'S LIABILITY INSURANCE - INFORMATION SECURITY AND PRIVACY (FEB 2015)**

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

(a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

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

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

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

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

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

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

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

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

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

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

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

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

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

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

(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

### **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

### **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

### **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

## **ILLEGAL IMMIGRATION (NOV 2008)**

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

comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

## **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)**

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

## **INDEMNIFICATION - THIRD PARTY CLAIMS - DISCLOSURE OF INFORMATION (FEB 2015)**

- (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.
- (b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.
- (c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.
- (d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

## **INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)**

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

claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

## **INFORMATION SECURITY - DEFINITIONS (FEB 2015)**

The following definitions are used in those clauses that cross reference this clause.

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**Government information** means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public information** means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

**Third party** means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

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

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

## **INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)**

(a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. In addition, as used in this clause-

**Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage

capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

**Intrusion** means an unauthorized act of bypassing the security mechanisms of a system.

**Media** means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

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

**Voice** means all oral information regardless of transmission protocol.

(b) *Safeguarding Information* . Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures* . Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

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

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

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

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

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

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

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

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

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

(d) Subcontracts . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information* . This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

## **INFORMATION SECURITY - LOCATION OF DATA (FEB 2015)**

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier.

[07-7B106-1]

## **INFORMATION USE AND DISCLOSURE (FEB 2015)**

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause

addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions.

(b) *Legal mandates* . Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down* . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

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

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

(f) *Return* . Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws* . Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure - Standards.

(h) *Actions Following Disclosure* . Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy* . All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

## **INFORMATION USE AND DISCLOSURE - STANDARDS (FEB 2015)**

To the extent applicable:

- (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
- (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act.

[07-7B110-1]

## **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

## **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

## **OFFSHORE CONTRACTING PROHIBITED (FEB 2015)**

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

## **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

## **PRICE ADJUSTMENTS (JAN 2006)**

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

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

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

## **PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B170-1]

## **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

## **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

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

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not - for itself or on behalf of any third party - offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for

compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

## **SOFTWARE LICENSES (JAN 2006)**

**Proprietary Software:** Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software.

**License:** The State is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder.

**Title:** Title to any proprietary software provided by the Contractor to the State will remain with the Contractor.

**Trade Secrets:** The State agrees that the proprietary software is a trade secret of the contractor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

**Source Code:** Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.

In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the State with a copy of the source code for said proprietary software, at no expense to the State.

**Export Control:** The State acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.

**Customized Software:** Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the State by contractor and documentation used to describe, maintain and use the software.

**Title:** Title to the customized software vests in the State as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the State all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the State in understanding, using, maintaining, and enhancing said customized software.

**Software Tools:** The contractor shall provide to the STATE, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the STATE would require to maintain or enhance the customized software. The price for said tools and the cost to train State personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost proposal submitted to the State in response to the State's solicitation.

**Escrow for Source Code:** In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the state shall be provided a copy of the source code for said software within thirty days at no expense to the State.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media.

Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the state may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns. [07-7B215-1]

## **SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)**

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

## **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 2 years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

## **TERM OF CONTRACT -- OPTION TO RENEW (MODIFIED)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 5-year(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

## **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term. [07-7B250-1]

## **TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

## **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts

to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;  
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

## **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

### **BUSINESS PROPOSAL**

Offerors are to submit a Business Proposal as a separate document from the Technical Proposal. The Business Proposal may include the following considerations:

- (a) Total Cost of Ownership -- What is the anticipated cost of purchasing, owning, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract? Provide a detailed accounting. Please provide the payment schedule for product and services.
- (b) Risk Analysis -- What internal or external factors could significantly impact the probability of completing this project on time and within budget?
- (c) Risk Mitigation -- What actions can be taken to mitigate the identified risks?
- (d) Risk Sharing -- Are there opportunities for mutually beneficial risk sharing?
- (e) Performance Incentives -- Are there opportunities for performance-based incentives?

## **IX. ATTACHMENTS TO SOLICITATION**

### **ATTACHMENTS LIST [09-9002-1]**

The following documents are attached to this solicitation:

1. Tax Notice-Nonresident
2. Service Provider Security Assessment Questionnaire
3. Attachment A-Revised – Technical Quality Spreadsheet
4. Questions and Answers

## **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.

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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.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

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

[09-9005-4]

## **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE**

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

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

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

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

By: \_\_\_\_\_  
(authorized signature)

Its: \_\_\_\_\_  
(printed name of person signing above)

\_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

SPSAQ (FEB 2015) [09-9025-1]

Questions and Answers  
For RFP 5400019402  
Enterprise Resource Planning for Greenville Technical College

1. On page 19 of the Solicitation under letter "K. Financial Aid" it makes reference to the **South Carolina Lottery code**. Could you expand on what the implications of this code are and how your new software solution could address this need?

**Answer: See website listed below for more details:**

<https://www.sceducationlottery.com/documents/educationwins/BeneficiaryBrochure.pdf>

2. Is there an incumbent or is this a new opportunity?

**Answer: We currently have two software packages one for credit and one for non-credit. We are looking for one solution that will address credit and non-credit students (e.g. – multiple start and stop times throughout a semester).**

3. On page 8 under DEADLINE FOR SUBMISSION OFFER there is a reference to the 'proposal opening.' Is this a mandatory meeting for vendors and if so what is the date and time of this meeting?

**Answer: This is the date that the offers are to be submitted to the State Procurement Office. This isn't a meeting.**

4. It is understood that questions are due on 8/14/20 but, I do have a clarification question. We already have some questions; do we have to wait to submit questions? If we do not have to wait, will we receive responses on an ongoing basis? Meaning they will not wait until August to release all the responses?

**Answer: No, you do not have to wait to submit your questions. We have creating a question schedule. Please see below for the schedule:**

Questions	Due Date	Amendment Issued Date
Round One	July 3, 2020	July 10, 2020
Round Two	July 17, 2020	July 24, 2020
Round Three	July 31, 2020	August 7, 2020
Round Four	August 14, 2020	September 4, 2020

5. There is no response matrix; i.e. for each requirement there is usually a set of responses – Delivered, Customization, 3<sup>rd</sup> Party, etc. Will there be a response matrix?

**Answer: Attachment A – Technical Quality Spreadsheet – has been amended and a column has been added for these responses. Offerors should follow the instructions in the RFP to submit all other requested information.**

6. We are working in the Excel workbook, and one of the sheets (CRM) has data validation settings in one of the columns. However, the source links to an error, meaning we can't use the drop down list, and we can't input my own data without receiving an error message. We can turn off the data validation setting, we may want to confirm with GTC that this is OK. Here's a screenshot of the source & the Excel dialogue box stating that the source evaluates to an error. This seems to be the only sheet with this issue.

The screenshot shows an Excel spreadsheet with a table. The table has columns for 'Question / Comment' (B), 'Response' (C), and 'Comments' (D). The 'Response' column (C) has a dropdown arrow icon. A 'Data Validation' dialog box is open over the spreadsheet. The 'Validation criteria' section shows 'Allow: List' and 'Source: =C:\Users\kggrant\AppData\Local\Microsoft\Windows\INet...' with a dropdown arrow. A checkmark is next to 'Ignore blank'. The 'Input Message' tab is selected. A Microsoft Excel warning dialog box is overlaid, asking 'The Source currently evaluates to an error. Do you want to continue?'. The 'Yes' button is highlighted.

**Answer: Turning off the data validation setting will not cause GTC any issues.**

7. Attachment A – Tab Name: EDCT, RFP Requirement Number 16 – Requirement: *Can you bill to more than one account on the same invoice?* Question is – Is this question referencing Third Party billing or Sponsored Contracts? If neither, can more detail be given?

**Answer: Yes, this is referring to situations where GTC bills the customer for services provided. GTC wants to be able to allocate items on an invoice to different accounts. For example, if GTC is billing a doctor's office for a CPR course, a SHRM course and a Medical Coding course they want to send one invoice and allocate the payments to their departmental accounts. In this example, assuming the students are attending public offering classes, but the same could also be true if we were offering these three courses as contract classes, i.e. what is referred to as Sponsored Contracts in the question above. It could also refer to 3<sup>rd</sup> party billings – what if the same student took a PPE course from ProTrain and a CPR online course through AHA – can GTC bill the student on the same invoice and allocate the payments to the appropriate 3<sup>rd</sup> party?**

8. Attachment A – Tab Name: EDCT, RFP Requirement Number 2 – Requirement: *Can system manage various course types to include bundles and hybrids?* Question is – What is meant by “bundles”?

**Answer:** A bundle is when one course number is assigned as the main course and the full amount due for all courses included in that bundle are paid under this course. The other courses are at a zero fee or bundle fee of zero. So, you would register and pay for all the courses under the bundle course. (In SM this is called a parent course.) Then register the courses included in the bundle at a zero fee – (In SM this is called a child course.) So far, we have used bundles mainly to be able to register a student in a parent course and have the registrations automatically populate in the child courses. The student pays one fee. We do this for the Building Operator Certification course – mainly because we must award certificates for each of the modules but, we have the student pay for the course in one billing. An example of the option where fees show up on child courses could be camps where the student enrolls in a parent camp course but, pays fees with each subject they choose to take during the camp.

9. Attachment A – Tab Name: EDCT, RFP Requirement Number 3 – Requirement: *Can expenses be paid from different accounts such as food and materials?* Question is – Are these expenses paid by the College to third parties or paid by third parties to the College?

**Answer:** Yes, paid by third parties to the college. Clemson is a good example. That contract requires providing food for students when delivering classes which inflates the course revenue. If the food expense could be allocated back to the food object code, we would have a more accurate accounting of course revenue and our food budget wouldn't be so inflated.

10. Attachment A – Tab Name: EDCT, RFP Requirement Number 33 – Requirement: *What flexibility does the system have for creating/modifying the student web experience? How can this be modified per course?* Question is – Please clarify what is meant by student web experience? Application? Registration? Taking the course?

**Answer:** Here are some aspects of the student web experience:

- Mobile friendly web pages that allow students to browse and register for courses from any mobile device with user friendly search options.
- Courses published by subject area in a calendar style for browsing.
- Students able to easily share course info via email or social media.
- Student can document compliance with course specific pre-requisite requirements (such as background check, other courses).
- “You may be interested in...” cross selling listing courses in same subject area during the checkout process.
- Payment processing with customizable fee types (i.e., registration fees, mandatory fees and optional fees, auto expiring early bird fees, special group discounts and special single use or limited use discount coupons).
- Offer memberships (fee-based or free) that offer members discounts on courses or restrict registration to members only. The membership module also supports multiple membership levels and family memberships (works well for OLLI programs).
- Student access to tracking their attainment of a credential or their progress for certificate programs (where students must complete a set number of courses, CEUs, or hours in order to earn a certificate).
- Students able to submit course suggestions.

11. Attachment A – Tab Name: EDCT, RFP Requirement Number 35 – Requirement: *How are special payments such as memberships, conferences, bundled courses, coupons or donations handled?* Question is – Are these payments paid by the College to third parties or paid by third parties to the College?

**Answer: Fees paid to GTC.**

12. Attachment A – Tab Name: Student, RFP Requirement Number 5 – Requirement: *Provides the ability for students to update their address and phone number. Also, provide a process to confirm their grades and course attendance.* Question is – Please clarify what is meant by “Also, provide a process to confirm their grades and course attendance.”

**Answer: The primary need to allow students to have the ability to update contact information. Confirmation of data once in the system would be an internal process.**

13. Attachment A – Tab Name: Student, RFP Requirement Number 54 – Requirement: *N/A* Question is – This requirement is blank in the RFP document provided. Is that supposed to be the case?

**Answer: Number 54 was listed in error and is blank. No need to respond to this line item.**

14. Amendment 1/Solicitation – RFP Page 4 – Requirement: *The seven (7) year maximum contract period consists of a two (2) year initial term plus five (5) additional one (1) year options to extend.* Question is – Can you explain and intent and purpose behind having a maximum 7 years contract that includes a 2-year initial term, followed by a 5-year “additional” term? Also, the same question but for the option to extend for 1-year after the 7 year (2+5) term? Is this a state requirement or a Greenville Technical College requirement? If State, can you provide us a reference to the statute?

**Answer: The State allows a maximum of a seven (7) year contract term with approval by the State’s Chief Procurement Officer. GTC requested this term and received approval. The initial term is for two (2) years to allow time to implement the awarded solution. The contract has the option to renew annually for a period of five (5) years to allow for any additional implementation time need and for support/maintenance. There is no option to extend for an additional one (1) year after the 7-year term.**

15. Amendment 1/Solicitation – RFP Page 13 – Requirement: *A. A demonstration script will be used to assist Greenville Technical College in reviewing your response and to gauge how well your solution meets Greenville Technical College’s goals and objectives. Please prepare to present information on the items listed on the demonstration script. The time allotted for the demonstration shall not exceed one (1) hour thirty (30) minutes, which includes the demonstration and further clarifications/questions and answers.* Question is – Can you clarify if this paragraph means that Greenville Technical College will actually be affording vendors a total of 1.5 hours to demonstrate the entirety of their campus-wide solution plus a Q&A period? Or is 1.5 hrs. the allotted time per function or tab in the Requirements XLS?

**Answer: The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror pursuant to Phase One (I) evaluations will be required to give a live**

**demonstration of their proposed solution either virtually or in person. The top 3 proposals will have time allocated up to 1 ½ days per Offeror for demonstrations.**

16. Amendment 1/Solicitation – RFP Page N/A – Requirement: *None* Question is – Can the vendor propose a hands-on session or sessions for faculty, staff & students as part of Greenville Technical College’s decision criteria given the level of investment and strategic importance for long-term sustainability this decision represents?

**Answer: Because of the size of the RFP team, we will not have hands-on sessions with faculty and staff across the college in this process.**

17. Amendment 1/Solicitation – RFP Page 15 – Requirement: *The College’s overall goal is for the procurement, implementation, training, and ongoing support of an integrated Enterprise Resource Planning (ERP) system.* Question is – Can you define “integrated” as it relates to Greenville Technical College’s requirements for an integrated EDCT, Student, Fin-Aid, CRM, Payroll, HR, Finance and Technology solution? Does this mean on one database or one integrated architecture, or does “integrated” mean one or several databases or architectures integrated through APIs or vendor-created integrations?

**Answer: Integrated systems could be a single database or several databases, as long as the database(s) are connected and function as one system. We are not interested in systems that do not communicate or need interfaces to sync information.**

18. Amendment 1/Solicitation – RFP Page 15 – Requirement: *It is envisioned that the proposed solution can be implemented within a two (2) year time frame from the start of implementation for all ERP and SIS solutions. The College would anticipate shorter time periods for subsets of services or products if a phased approach is used for implementation of proposed solutions.* Question is – Enterprise technology industry experts will assert that customer ERP implementation timelines are influenced by the customer and its resources’ availability and ability to execute on milestones and timelines as much as the vendor’s own availability and resource ability. As such, is this a hard requirement that responding vendors must assume that they agree to adhere to?

**Answer: We realize the full implementation process could be 2-3 years. However, we would expect that as systems are ready by function, we would be able to go live in waves rather than a “big bang” type implementation. Once we have an implementation plan, we would match the internal resources requirements to stay on schedule.**

19. Amendment 1/Solicitation – RFP Page 17 – Requirement: *The proposed solution should share the use of an integrated, relational database management system.* Question is – Can you clarify what this means? Does Greenville Technical College require one integrated system, or a culmination of many different systems that can be “integrated” and that share a common attribute (some type of database or relational database).

**Answer: GTC is open to a single database or multiple databases as long as they are integrated and function as one system.**

20. Amendment 1/Solicitation – RFP Page 24/25 – Requirement: *The Offeror must be able to provide references for successful conversions to the proposed platform. Reference should include, but not limited to the following contact information:* Question is – We would like to recommend that Greenville Technical College consider changing the requirement to be at least 5 references and up to 10 unique institutions. We would also like to recommend GTC require at least 2 or more contacts outside of IT from within some or all of the key functional areas (ex: President, CFO, CHRO, CIO, Provost, Registrar, etc.) The basis of our request/recommendation is for Greenville Technical College's protection and risk mitigation by ensuring the maximum due diligence and fiduciary responsibility, given the size of investment in an ERP solution and the enterprise-wide impact and project involvement from the various offices and departments within the College.

**Answer: The reference requirements of the RFP will not be changed but, GTC can request additional references during evaluation if needed to determine responsibility of the Offeror.**

21. Attachment A – Tab Name: Corporate, RFP Requirement Number 5 – Requirement: *Solution must be aligned with a major platform such as Microsoft. Vendor must provide an infrastructure diagram that demonstrates this platform alignment and strategic partnership.* Question is – Can you explain why an alignment with a major platform such as Microsoft is a requirement? What does Greenville Technical College consider as a major platform? Is this a State of South Carolina requirement or a Greenville Technical College requirement?

**Answer: The ERP system is not the only system in use at GTC. We want to make sure the new environment is keeping pace with changes in the industry and is built on a solid supported platform. This is a common request on the technical direction to make sure we understand the roadmap each vendor is on for any new system at GTC.**

22. Attachment A – Tab Name: Finance, RFP Requirement Number 1 – Requirement: *Describe the project accounting capabilities.* Question is – What are the typical types of projects that are accounted for? Are these capital, billable, internal, etc.?

**Answer: Capital projects and grant funds.**

23. Attachment A – Tab Name: Financial Aid, RFP Requirement Number 13 – Requirement: *Includes forms for creating, deleting, storing, and managing financial aid file suites.* Question is – What is meant by “financial aid file suites”?

**Answer: Because of the large amount of information generated during Financial Aid processing, GTC's current system, stores each academic year's information in separate sets of files. The set of files for each year is called a file suite. The financial aid file suite is a set of files for holding financial aid data for a single academic year. Each file contains a particular type of financial aid data. For example, the Summary Award (SA.xxxx) file contains a summary of award information for each FA applicant. Valid years are created when a yearly file suite is created.**

24. II. Instructions to Offerors – B. Special Instructions

D. “The time allotted for demonstration shall not exceed one hour thirty and minutes”.

As a vendor, we are deeply invested to the long-term partnership with Greenville Tech and want to ensure the selection committee has ample opportunity to view and understand our solutions. Traditionally demonstrations are a vendor's opportunity to fully demonstrate its solution's capabilities along with its partnership with the institution. These demonstrations typically last 3-5 days to adequately allow for the necessary comprehensive education of the solution(s). Therefore, we would like to formally request additional demonstration time.

**Answer: Please refer to Q & A for Number 14.**

25. Under the section header of "Grades" on line #68 of the spreadsheet and question #42 they ask "Provides the ability to verify grades prior to updating the student's permanent record." Can Greenville please clarify the steps of verification required prior to updating the student's record?

**Answer: This is a batch type of process currently. The primary question is what process is used within your solution to enter grades.**

26. Under the section header of "Student Accounts" on line #85 of the spreadsheet and question # 54 there is no question provided. Can they confirm that no requirement resides in question 54?

**Answer: Please refer to Q & A for Number 12.**

27. FA requirement 13. FA13. Includes forms for creating, deleting, storing, and managing financial aid file suites. What do they mean by the word form? Does this mean a page in the GUI? What do they mean by file suites?

**Answer: Because of the large amount of information generated during Financial Aid processing, our current system, stores each academic year's information in separate sets of files. This data is stored within the system and not a separate page or form.**

28. Page 16. Full time and part time employee count is listed. What is the amount of student workers that Greenville Tech has?

**Answer: Our biggest term this year for College Work Study students was 2019 Fall with 59 students. Total unduplicated students for the 19/20 year was 61.**

29. In reference to the current CRM: Who is the current SMS delivery provider? Who is the current MMS delivery provider? What is the number of seat counts for administrative users? What is the number of contacts for outreach and engagement?

**Answer: We currently are not using a CRM system.**

30. What is the overall budget for software + implementation for this project?

**Answer: We do not plan to share this information.**

31. In Attachment A, can you please clarify the type of information you would like vendors to provide in the "Response" vs. "Comments" column? Is an answer required for all columns? For example, if the

requirement is answered as “delivered” in column D, is a response or comment required? Or, are responses and comments only required if further information or clarification is needed?

**Answer: Filling out the response is all that is required in this spreadsheet. We added the comments section if needed but, is not required.**

32. Regarding CRM, how many full access users (able to configure the system, update settings/workflows, create and manage campaigns/communication plans, use live chat, write reports, other higher level functions) do you anticipate will access the solution?

**Answer: We are currently not using a CRM system. We would like to have the ability for live chat and other CRM features. Depending on the CRM features, we would have less than 50 full access users.**

33. Regarding CRM, how many limited access users (only able to update contact date fields, add notes, and run pre-written reports) do you anticipate will access the solution?

**Answer: We do not currently have a CRM system. Depending on the features, we would have less than 200 unlimited access users for the overall CRM (see #33 for additional information).**

34. Do you expect to use the chat feature? If so, how many chat users do you anticipate will access the solution?

**Answer: If we had a chat feature, we would expect to use this. We would estimate that we would have under 25 users for the Chat feature alone.**

35. How many student applications do you receive annually?

**Answer: On average, we receive 21,000 applications annually.**

36. Regarding Finance/HR/Payroll, how many full access users (able to configure the system, update settings/workflows, perform accounting and finance back office tasks (AP, AR, GL, process transactions, generate financials), write reports, approve and manage budgets, and other higher level functions) do you anticipate will access the solution?

**Answer: We have under 50 full access “Power users”.**

37. Regarding Finance/HR/Payroll, how many limited access users (only able to view pay stubs/W-2s, view and select benefits, update personal information (address, demographic info), submit and approve timecards and expense reports, submit budget and purchasing requests) do you anticipate will access the solution?

**Answer: We have under 1,350 limited access users.**

38. Regarding the steering committee/decision makers for the RFP, could we have a list of the titles of these parties involved?

**Answer: No, this information is not currently available.**

39. What is the total # of:

- a. Credit students
- b. Non-credit students
- c. Students receiving financial aid

**Answer:**

a. Credit students – our numbers are currently down because of the COVID-19 outbreak. For the purposes of this RFP, we'll use the same numbers listed in the College Demographics section located in Section III. Scope of Work/Specifications of the RFP.

b. Non-credit students – our numbers are currently down because of the COVID-19 outbreak. For the purposes of this RFP, we'll use the same numbers listed in the College Demographics section located in Section III. Scope of Work/Specifications of the RFP.

c. Students receiving financial aid – the current financial aid numbers show that 43% of our students receive federal aid. If you look at all financial aid including federal aid, 71% of our students receive some type of financial aid.

	<p><b>State of South Carolina</b></p> <p>Request for Proposal Amendment 4</p>	<p>Solicitation: <b>Date Issued:</b></p> <p>Procurement Officer: Phone: E-Mail Address: Mailing Address:</p> <p>5400019402 <b>09/04/2020</b> SHEILA O. WILLIS, CPPBS (803) 737-4417 <a href="mailto:swillis@mmo.sc.gov">swillis@mmo.sc.gov</a> SFAA, Div. of Procurement Services, ITMO 1201 Main Street, Suite 601 Columbia SC 29201</p>
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DESCRIPTION: **Enterprise Resource Planning (ERP)System**

USING GOVERNMENTAL UNIT: **Greenville Technical College**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/05/2020 11:00:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **08/14/2020 16:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: If submitting on-line – One (1) Technical Copy marked “Original”, One (1) Business/Price Copy marked “Original”, One (1) Redacted Technical Copy marked “Redacted”. If submitting a hardcopy - One (1) Technical Hardcopy marked "Original", One (1) Electronic Technical Copy marked "Copy", One (1) Redacted Electronic Technical Copy marked "Redacted", One (1) Business/Price Hardcopy marked “Original”, and One (1) Electronic Business/Price Copy marked “Copy” See “Submitting Redacted Offers” provision Section IV., “Submitting Confidential Information” Section II.A., & “Electronic Copies-Required Media & Format” provision Section II. B. **Initial here \_\_\_\_\_ if a redacted copy is NOT necessary**

<p>CONFERENCE TYPE: <b>Not Applicable</b></p> <p>DATE &amp; TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p>LOCATION: <b>Not Applicable</b></p>
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<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on <b>02/10/2021</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
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<p>You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred and eighty (180) calendar days after the Opening Date. (See "Signing Your Offer" provision.)</p>	
<p><b>NAME OF OFFEROR</b>  (full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p><b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p><b>DATE SIGNED</b></p>
<p><b>TITLE</b>  (business title of person signing above)</p>	<p><b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</p>
<p><b>PRINTED NAME</b>  (printed name of person signing above)</p>	<p><b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)</p>
<p><b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) (See "Signing Your Offer" provision.)</p>	
<p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p>	
<p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>	

## PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

Area Code -

Number - Extension Facsimile

E-mail

Address

PAYMENT ADDRESS (Address to which payments will be sent.)  
(See "Payment" clause)

ORDER ADDRESS (Address to which purchase orders will be sent)  
(See "Purchase Orders and "Contract Documents" clauses)

Payment Address same as Home Office Address

Payment Address same as Notice Address **(check only one)**

Order Address same as Home Office Address

Order Address same as Notice Address **(check only one)**

### ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date						

DISCOUNT FOR PROMPT PAYMENT  
(See "Discount for Prompt Payment" clause)

10 Calendar Days (%)

20 Calendar Days (%)

30 Calendar Days (%)

Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

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## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (MODIFIED)**

It is the intent of the State Fiscal Accountability Authority (SFAA), Division of Procurement Services (DPS), Office of State Procurement (OSP) to solicit offers from qualified vendors and establish a contract for the implementation, training and ongoing support of an integrated Enterprise Resource Planning (ERP) system for Greenville Technical College in accordance with all requirements stated herein. The system should provide a comprehensive Student Information System (SIS), include ancillary products and professional services, all of which will replace the College's current student, financial, and human resources enterprise information systems. This system should include a focus on the current and future needs of continuing education and the credit programs and services of the College.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

Start date: 02/20/2021 End date: 02/19/2028. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The seven (7) year maximum contract period consists of a two (2) year initial term plus five (5) additional one (1) year options to extend.

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

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

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

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

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### **AUTHORIZED AGENT (FEB 2015)**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

## **AWARD NOTIFICATION (MODIFIED)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

## **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

## **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification,

in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

## **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/codereg/statmast.php>  
[02-2A040-2]

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

**To keep social distancing in compliance with the Governor's Executive Order, the SFAA encourages vendors who wish to attend the proposal opening to do so by conference call. Vendors may take part by dialing:**

**Access Phone Number: 1-800-753-1965  
Access Code: 7371511**

## **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

## **DUTY TO INQUIRE (FEB 2015)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

## **ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

## **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

## **OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

## **PROTESTS (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

## **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

## **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment,

whichever is applicable. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions must be submitted in writing and received by the Procurement Manager for this solicitation no later than **August 14, 2020 at 4:00 PM.**

Email is the preferred method for submitting questions to the procurement officer. Title the "Subject" line of your email "Questions 54000XXXXX". Questions must be submitted in an easily copied format such as MS Word.

Email: [swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 737-0639.

## **QUESTIONS FROM OFFERORS – AMENDMENT (JUN 2017)**

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The "State's Response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential Offeror that submitted the question. Questions do not form a part of the contract; the "State's Response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

## **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

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

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

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

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

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

## **SIGNING YOUR OFFER (JAN 2004)**

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as

defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

### **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

### **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

### **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The

withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015)**

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

### **LIVE DEMONSTRATION REQUIREMENTS**

The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP pursuant to Phase One (I) evaluations will be required to give a live demonstration of their proposed solutions. It is preferred that the demonstration will be performed 'in person' at Greenville Technical College in Greenville, SC (address will be provided at a later date) and any travel related expenses incurred by the Offeror are the sole responsibility of the Offeror; or the Offeror may conduct the demonstration through a web conferencing solution such as GoToMeeting or an equivalent product. If the Offeror chooses the web conferencing solution option, the Offeror understands it may impact the presentation style and will take all potential technical issues into consideration. The SFAA, Division of Procurement Services will notify the three (3) highest ranked responsive and responsible Offerors with a mathematical chance of bidding the highest ranked Offeror of this RFP, pursuant to Phase One (I) ranking, as quickly as possible to schedule a specific date and time. A demonstration given by an Offeror under this section is permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors.

- A. The activities of the Offeror should be limited to a demonstration of the capabilities and methods described in the Offeror's written proposal. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information or show products/features not included in their proposal. Negotiation is not permitted at this stage in the procurement stage in the procurement process and an Offeror may not change its proposal during the demonstration.
- 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. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.
- C. The 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, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- D. A demonstration script will be used to assist Greenville Technical College in reviewing your response and to gauge how well your solution meets Greenville Technical College's goals and objectives. Please prepare to present information on the items listed on the demonstration script. The time allotted for the demonstration shall not exceed one and one half (1 ½) days per Offeror, which includes the demonstration and further clarifications/questions and answers.
- E. If there is a portion of the demonstration agenda which your system does not accommodate, please state this during your demonstration and move on to the next agenda item. Failure to review or acknowledge items on the demonstration agenda may result in failing the demonstration.
- F. The Offeror will present their demonstration and shall supply all components required in order to perform the demonstration. The State will provide a projection screen and ensure internet connectivity.

## **MAIL PICKUP (JAN 2006)**

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

## **ON-LINE BIDDING INSTRUCTIONS (MAR 2015)**

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

**Only offers with a status of "submitted" have been received by the State.**

**Offers with a status of "saved" have not been received.**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted. [02-2B105-2]

**If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001. The Procurement Officer is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.**

## **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

## **PROTEST - CPO - ITMO ADDRESS (MODIFIED)**

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

- (a) by email to: [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov), or
- (b) by post or delivery to: 1201 Main Street, Suite 601, Columbia, SC 29201.

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **STATEMENT OF WORK**

The College's overall goal is for the procurement, implementation, training, and ongoing support of an integrated Enterprise Resource Planning (ERP) system. The comprehensive system being sought will replace the College's current student, financial, and human resources primary enterprise information systems and provide a comprehensive student information system. In addition, the ancillary products, applications, and professional services that will replace existing products or enhance business processes and/or improve service delivery would be ideal.

To this end, the College is seeking creative solutions that will address the following:

- Replacement of the current legacy ERP system(s) with new state-of-the-art solutions which includes a comprehensive Student Information System
- Implementation of these solutions
- Provision for long term maintenance of the proposed solutions that is cost-effective and sustainable
- A plan for all tasks associated with migration from the legacy system(s) to include the complete installation, business process alignment, data conversion, project management, and training for technical staff and end users for the proposed solution
- Hardware configuration with alternate cost proposal of same or fully hosted system

It is envisioned that the proposed solution can be implemented within a two (2) year time frame from the start of implementation for all ERP and SIS solutions. The College would anticipate shorter time periods for subsets of services or products if a phased approach is used for implementation of proposed solutions.

#### **INTRODUCTION**

The College's ERP and SIS are currently operated on a legacy system running on SQL Server and Oracle database package systems with a series of ancillary applications with limited capacity to meet our ongoing needs. Within the ERP system this includes Human Resources, Payroll, Talent Management, Finance and reporting. The student information part of the system includes Financial Aid, Student and a customer relationship management module.

#### **PROFILE OF THE COLLEGE**

Founded in 1962 as the first of sixteen colleges in the South Carolina Technical Education System, Greenville Technical College (GTC) is a comprehensive technical and community college in Greenville, South Carolina. The college mission is to *transform students' lives and help the community thrive by providing world-class, affordable education to students and building an educated engaged workforce committed to life-long learning.*

Enrolling over 11,000 at the end of the fall 2019 term, GTC is an open-access institution with broad experience in meeting the needs of students from diverse socioeconomic and educational backgrounds. In addition to first-time college students, GTC serves many individuals who are non-traditional for higher education, including single-parents, career changers, and veterans, as well as those with special needs such as English as Second Language students and students with disabilities.

The college offers seven academic schools that align with the career clusters offered by Greenville County Schools. GTC's schools are: Academic Advancement; Advanced Manufacturing and Engineering Technology; Arts and Sciences; Aviation, Construction and Transportation; Business and Computer Technology; Education and Professional Studies; and Health Sciences. Multiple academic programs within these schools correlate with the industries targeted for growth by local economic development agencies, including the Greenville Area Development Corporation and the Upstate SC Alliance. GTC also provides non-credit career advancement and professional development training through the Economic Development and Corporate Training division.

GTC offers classes on four campuses (Barton, Benson, Brashier, and Northwest) and three additional locations (the Center for Manufacturing Innovation, the South Carolina Technology and Aviation Center, and McKinney Automotive Center). In addition, GTC offers dual credit courses designed for motivated high school juniors and seniors, who seek academic challenges and want to get a head start on advanced academic goals. GTC continues to educate the workforce, offering a wide range of options including traditional classes, online courses, and blended courses.

## **COLLEGE DEMOGRAPHICS**

Greenville Technical College's vision is to be a primary driver of economic growth through workforce development, by collaborating with community and business leaders. As one of the top 44 major employers in Greenville County, GTC prides itself on being a world-class learning institution that seeks to provide diverse employment and educational opportunities for the citizens of Greenville County.

<b>2018-19</b>	
Annualized Credit Enrollment	13,282
<i>Source: EDSS ANN101</i>	
Full-time Faculty	319
Part-time Faculty	470
	<b>789</b>
<i>Source: IPEDS HR 2018-19</i>	
Full-time Staff	348
Part-time Staff	212
	<b>560</b>
<i>Source: IPEDS HR 2018-19</i>	

- Annualized Continuing Education Enrollment 9,726 (2017-18)

*Source: EDSS ANN110*

## **PROBLEM STATEMENT**

Offeror's solution should be based on current architecture that can support all student information needs of the college, including continuing education and the credit programs as well as administrative business and back-office functions. The solution should improve the ability to use data in reporting, dashboards, and business analytics across a common system. The college would like to improve disaster recovery abilities with a hosted solution.

### **A. Overall Goal of the College**

The College is eager to enhance its efforts in the following areas:

- Recruitment and enrollment of students
- Online application(s) for students
- Arrangement of class rosters and schedules or interfaces to systems such as 25Live Collegenet
- Development, storage and transmittal of transcripts
- Administrative support for instruction
- Production of bills and payrolls
- Tracking and analysis of accounts
- Purchasing and tracking of inventory
- Organization, recruitment, management and storage of faculty and staff employment records
- Streamlining business processes
- Responsiveness to state/federal/reporting requirements
- Improved services for students, faculty and staff

- Greater access to important resources
- Improved productivity using web-enabled applications and document management
- Efficient access to data, information and transaction processing through a portal
- Implement a comprehensive Student Information System, to enhance accountability throughout the College

At a minimum, this solution shall provide the procurement of a robust student, human resources, and financial information system that has seamless integration to existing third party applications with web self-service applications, along with a portal solution that will provide a single common point of entry to all applications. The proposed solution should share the use of an integrated, relational database management system. Offeror's solution should provide an integrated system that responds to and supports GTC's culture of service excellence, beginning with our employees.

## **B. Business Challenges and Transformation Needs**

The impending retirement of the current Ellucian Colleague system, as well as the personnel to support such products, has created an urgent need to seek an SIS/ERP that will support the college's needs now and many years into the future. These factors, combined with the desire of the College to adopt the best practices of other institutions of higher education to support the constantly changing needs of our technology-minded students, take advantage of new technology, and to provide real-time accountability and comprehensive reporting, has prompted the need for a new solution.

The proposed system will replace the outmoded legacy administrative system with a more flexible, adaptive solution that delivers and enables new processes and services which integrate with existing technology. A new solution should allow integration with new technologies much more quickly, easily, and economically.

The following are some of the major limitations of the current administrative system, which a new ERP system should address:

- Inability to provide the most up-to-date information in an intuitive, graphical, user-friendly interface that will result in consistent data that allows the college to improve business processes and planning.
- Lacks a seamless integration between technology and learning, hampering faculty access to student data for teaching and advising, mining information, and creating reports related to grading, retention, admissions, and similar academic endeavors.
- Limited automation or workflow of student information and business functions within the current system.
- Currently Credit and Non-Credit students are not in the same ERP / SIS systems thus impeding the college's ability to provide a seamless student experience. Also, business inefficiencies exist, and staff resources are wasted attempting to align credit/non-credit business functions.

## **C. Focus on the Customer and Business Users**

The College desires a system with the following:

- User friendly system(s) for students, companies and internal users
- Personalized branding for the College
- Pushes key metric information to common Dashboards
- Reporting system should be user friendly
- Around the clock access and end-device independent
- Address ADA / 508 compliance issues within solution
- Administrative and academic process streamlined to allow faculty and staff to focus on value-added work

## **D. Transform Business**

The College desires a system that provides:

- Centralized data for common access by the college
- Seamless transition through the Student life cycle from prospect to graduate and beyond.
- More than a transactional batch type system
- Solutions are client and process centric, not organization centric

## **E. Integrations**

The proposed solution must seamlessly integrate or have other options that will address the following existing applications:

- Blackboard Learning Management System
- ImageNow (Hyland – Document Imaging system or like solution)
- OneCard – or similar systems that may be available
- Ability to work with print management systems such as Paper Cut
- Support single sign-on to base system, other systems, and portal application
- Integrate with Bookstore P.O.S. system (Total Computing System)

## **F. Services**

The College requires the following services be included in the proposed solution as needed to support successful implementation and ongoing operations:

- Training for technical staff
- Training for end users
- Functional consulting
- Project management
- Business process review, revision, and integration as it relates to the selected solution (s)
- Data conversion
- Maintenance
- Other value-add services as required

## **G. Functional and Technical Capabilities**

The proposed enterprise software solution should at a minimum meet all the following functional capabilities:

Include all components to support and implementation services for Student Systems, Human Resources, Financial and Business Solution, Business Intelligence, and a Student Information System that can be used by and for continuing education or credit students. Systems should comply with industry-based privacy, financial, and information security regulations and standards (e.g. FERPA, HIPAA, Gramm-Leach-Bliley, and Sarbanes-Oxley).

The proposed solution shall meet all the following technical capabilities:

- Ancillary systems must support either Microsoft SQL Server or the RDBMS provided with the ERP solution if the system is not fully hosted.
- Provide for multiple levels of data security and ensures the integrity of the data being entered as well as data in transit and at rest.
- Support native interfaces to Active Directory / ADFS / SAML for security access.
- Operate in a high availability (or clustered) system environment supporting twenty-four seven (24x7) system availability.
- Operate in VMware's current virtual server environment if not fully hosted.
- Offeror must have one system that will meet all requirements specified in this RFP.
- Solution should support Financial Aid updates and modification to code in a timely manner.

## **H. Student Information System**

Provide an integrated system that responds to and supports GTC's culture of student access and success through supporting each students' personal growth and development. Proposed solution should have one system for credit and non-credit students.

Solution should include seamless integration of all credit and non-credit program areas for each of the following:

- Student records
- Definition of the College calendar
- Advising
- Registration
- Course inventory
- Course catalog
- Grading and class roster
- Degree audit and transcript production
- Prospect recruiting
- Record and process disciplinary and other matters pertaining to student and academic life while enforce student accountability
- Support of enrollment and instructional management, including curricula, instructional facilities, and assignment of faculty, workload and seats analysis

#### **I. Peak Time Solutions (post-implementation)**

As is typical on college campuses, the College experiences high demand during certain times of the year, registration for the fall and spring semesters. Solutions must be capable of meeting acceptable performance during seasonal peak times.

#### **J. Student Finance**

Provide a fully automated, integrated solution to ensure comprehensive functionality for the following:

- Cashiering system handling all college monies, whether through the mail, phone, web or in person transactions (cash, checks, credit/debit cards)
- PCI / DSS (Payment Card Industry Data Security Standard) Compliance
- Allow for the proper recording of all non-tuition and fees-related transactions in an automated environment fully integrated with Student Records and Finance Systems
- Accounts Receivable management system fully integrated with Student Records and Finance Systems that ages receivables, streamlines, and automates due diligence collection efforts, allows for notes and history files, etc.
- Allow for accurate and automated reconciliations of all cash between the College, banking institutions, state agencies and others.
- Allow for web transactions thru e-bills, e-payments, etc.

#### **K. Financial Aid**

Provide an automated and fully integrated Financial Aid Management System for administering federal, state, and institutional funds. Provide timely and accurate patches and updates as modifications occur. Will provide current South Carolina Lottery code on request.

#### **L. Human Resource and Payroll System**

Provide a solution that supports the following employment lifecycle processes:

- Employee recruitment, hiring, onboarding, and records maintenance
- Benefits, termination, position control
- Process time and labor, track time and attendance, and monitor/approve absence time (i.e. annual leave, sick leave, compensatory time, etc.)
- Internal training management
- Faculty credentialing
- Web-based recruitment and tracking
- Web-based employee and faculty performance system
- Web-based time and attendance management system.

- Rules-based payroll management system, which will ensure compliance with current Federal and State compensation rules
- Calculate payroll, taxes, disposable income, and garnishments

Offeror should provide a comprehensive ERP system that seamlessly integrates the employee, student and business operations of the college. Such a system would ideally provide timely and relevant data and reporting capabilities for administration to assist with evidenced based decision making.

## **M. Finance System**

Provide a solution that supports the following activities:

- Chart of accounts, general ledger accounting, budgeting, accounts payable, and accounts receivable
- Capital projects repository, purchasing including solicitation management, catalogs, and contract management
- Inventory control and asset management
- Financial reporting
- Electronic workflow, forms, and payment
- Fully integrate with the Human Resources and Student Systems

## **N. Business Intelligence**

- Provide direct solutions or identify third party software solutions which will allow the College to perform detailed data mining for reports and dashboard technologies. If third party software is required, the college will procure as needed.
- Include graphic capabilities and ease of use
- Solution should have capability to utilize existing data, to be clearly articulated prior to the final implementation

## **O. Data Warehousing and Reporting**

- Provide data warehousing and reporting capabilities to include the establishment, interface and migration of transaction data to a contractor supported data warehouse
- Report writing capabilities that range from daily transaction reporting as well as complex multi-level and multi-dimensional querying and reporting, covering a wide range of export and report capabilities utilizing a flexible, intuitive report builder

## **P. Document Imaging**

Document imaging is an integral part of workflow at the College and is used by a wide variety of constituents across campus.

- Offeror's solution should support a large database of stored images that are seamlessly accessed via application programming interface(s) from the application software
- Intuitive ease of operation is of major importance
- The proposed system should work with ImageNow – (Hyland system) or like product for imaging needs.

## **Q. Workflow**

- Provide for the automation of business processes using a workflow engine, workflow modeling and workflow definition tool that will allow the College to automate many multi-step processes
- Provide the mechanism utilized for authentication, security, access, and routing of information, documents, and approvals using work flow

## **R. Portal**

GTC envisions access to the college's portal as one that enables prospects, students, faculty, staff, parents, and alumni to access a variety of transactions, information resources, on-line tools and services in a secure, consistent and customizable manner.

With that in mind, the ideal solution should include:

- An integrated and scalable portal solution
- Transactions, resources and services that serve faculty, staff and student needs, responsive based on their role
- Examples include: admissions, registration, fee payment, transcript requests, academic history queries, student program evaluations, grade entry and changes, change of demographic information including mailing address, viewing of financial aid awards, timekeeping management, viewing of class rosters, accessing e-mail, course management software, and other information
- On-line source of personalized college communication
- Community building tools that can help foster relationships among campus constituencies

## **S. Information Security**

- Offeror's solution must provide a robust hierachal security infrastructure that allows the college's technical staff to meet and exceed Gramm-Leach-Bliley (GLBA) compliance now and in the future.
- This solution shall include screen and element access according to various criteria, including, but not limited to, user's need for functionality, and/or user group, and/or user type, and/or user's position in a hierarchy.

## **PROJECT MANAGEMENT METHODOLOGY**

The State has adopted a project management methodology based on principles set by the Project Management Institute (PMI). It is strongly believed that a competency in sound project management principles is critical to the success of any project awarded by the State. Therefore, the successful Offeror shall demonstrate a competency in this area, including project management methodology, supporting tools, and qualified project managers. This may include but is not limited to preparing status reports, attending status meetings, and provide meeting summaries. Offerors shall provide a detailed project plan that is documented with dates, detailed tasks, and dependencies.

## **IMPLEMENTATION PLAN**

The first phase of this entire project will be the implementation plan. The successful offeror will be required to provide the College a detailed implementation plan to include all accepted segments, milestones, and deliverables reflecting all aspect of this contract.

### **A. Implementation Services**

The successful offeror will provide a high-level project management and implementation services for all products procured and their integration into existing software applications. In the event the contractor chooses to subcontract with a third-party service provider for any part of the implementation, the specific nature of these services shall be identified, to include reasons for the exception. If this third-party involvement should occur, the primary contractor will be accountable for the quality and timeliness of the services rendered by that third-party provider.

The specific segment implementation plan is critical to the overall success of this project. To accomplish this goal, the College is seeking an all-encompassing Implementation Plan including project management.

### **B. Travel Expenses**

The state will reimburse contractor for travel expenses contractor actually incurs. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of this contract. Reimbursement is contingent upon submittal of paid receipts on a monthly basis. Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. Travel expenses must be pre-approved by the College. Reimbursements are allowed only in accordance with the travel regulations established for State employees. (See <https://cg.sc.gov/guidance-and-forms-state-agencies/cgs-accounting-policies-and-procedures> and review Disbursement Regulations.) Meal costs may not exceed \$35 per day in S.C. Rates for lodging may not exceed the current maximum lodging rates, excluding taxes,

established by the US General Services Administration (<https://www.gsa.gov/travel-resources>). Mileage will be reimbursed at the current rate for SC Employees in effect at the time of travel.

### **ONGOING MAINTENANCE/SUPPORT**

Offeror must provide robust post-implementation support plan that demonstrates an ongoing successful partnership with GTC. Such a plan would provide the utmost confidence to GTC that offeror is committed to ensuring solution is aligned with College's service excellence vision to consistently surpass student and business expectations.

#### **A. Ongoing Internal Functional and Technical Support:**

Offeror should provide recommended make-up of the internal (College) functional and technical support team post implementation.

- Define optimal number of technical staff, skill sets, and levels required to adequately maintain the system post-implementation once partner has handed off to GTC.
- Define "super user" content area subject matter experts by functional area needed post implementation to ensure ongoing success.

#### **B. Upgrades:**

The successful offeror's obligations to provide upgrades as part of maintenance services shall include, without limitation, access to "Major Version Upgrades" and "Successor ERP/SIS Products" at no additional charge outside of standard yearly maintenance and support fees.

#### **C. Disaster Recovery Services:**

The Offeror shall provide an off-site (within the Continental United States) disaster recovery strategy to cover the College from critical systems failure or catastrophic event that would damage or destroy the Data Center and computing equipment.

#### **D. Operational Manuals**

Offeror shall provide five (5) detailed and comprehensive operational manuals of the proposed ERP /SIS system to include all components or individual modules.

#### **E. Other Deliverables:**

After award, all deliveries shall be made, and all services provided to the location specified by the Using Governmental Unit in its purchase order.

### **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Greenville Technical College  
506 South Pleasantburg Drive  
Greenville, SC 29607**

[03-3030-1]

### **OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide five operational manuals for each item acquired. [03-3055-1]

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

### **INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)**

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (MODIFIED)**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

1. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the State's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants/subcontractors).
2. Functional Technical Overview: Offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the current environment and scope of the project. Describe how the proposed solution will improve the College's current environment by: replacing the legacy system with a single, integrated system encompassing all the major functional areas of the institution; seamlessly integrate with existing third party vendors; providing a more "user-friendly" system that will improve the user experience for students, faculty, staff, and donors; improving the accuracy, availability and security of critical system data; automating and streamlining processes that will eliminate manual and duplicate efforts. Offerors should address how their solution can meet the College's critical need in the area of document imaging.
3. Technical: Your offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the College's current and future technical environments relating to the scope of the project. Please discuss where relevant any environmental requirements for the proposed solution.
4. Hardware: Provide optimal specifications and configuration for all hardware necessary to implement total proposed solution using criteria stated in the Technical Information section. Include any environmental requirements.
5. Training: Explain any proposed training solution. Include plans for training new employees beyond the initial training cycle, employee readiness evaluations, training feedback, student-instructor ratios, duration of training, etc. Include plans for updating and maintaining training plans, system documentation, operational documentation, etc. For the duration of the implementation or term of the contract as appropriate. Include any other training solutions that are available.
6. Recommended Training: Describe the strategy, methodology and plan for the proposed Training solution, which best suits the College's organizational size and complexity during implementation and throughout the life of the product. This solution should focus on the lowest risk option that ensures the College's greatest level of success based on industry experiences at other higher educational institutions.
7. Attachment A – Technical Quality Spreadsheet: The Technical Quality Spreadsheet consists of questions or features for various areas of the solution. Offerors should complete this spreadsheet to indicate the degree, completeness, and suitability of the Offeror's solution.
8. Project Management: Provide a high-level project plan with timelines for implementation and milestones. Is the implementation team in-house or 3<sup>rd</sup> party? If Offeror will use a 3<sup>rd</sup> party, Offeror must submit company name and address.
9. Describe the implementation process including conversion of data and process for pulling historical data into the new system.

10. Define optimal number of technical staff, skill sets, and levels required to adequately maintain the system post-implementation once partner has handed off to GTC.

11. Define "super user" content area subject matter experts by functional area needed post implementation to ensure ongoing success.

12. Maintenance and Support Programs:

Specify the nature of any post-implementation an on-going support provided by the Offeror including:

- Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed. Define differentiators between levels, such as gold versus silver.
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module. Offeror's obligations to provide upgrades as part of maintenance services shall include, without limitation, access to "Major Version Upgrades" and "Successor ERP / SIS Products" at no additional charge.
- Identify any software costs that are not included in annual ongoing maintenance and support fees.
- Any anticipated mid-implementation upgrades. If any are planned, the estimated work effort and related costs associated with such tasks should be included in the proposal.
- Availability of user groups and their geographic areas.
- Define the process to report problems with system, including escalation processes, how resolutions are tracked, and resolved.
- Define the process for how "Bug" fixes and patches are addressed.
- Define how support is provided for third-party solutions.
- Define what addition support may be available that has not been mentioned. (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base)
- Data conversion requirements should include who is responsible for developing any data conversion programs, the acceptable level of conversion, how many records are to be converted, who is responsible for entering any records that do not convert properly, etc.
- Service level agreements (SLA) with performance commitments. If appropriate, include industry standard response times and performance requirements for normal business processing and/or critical business processing as appropriate.
- Offeror should define target percent of system availability up-time and service recovery options for downtime.
- Offeror shall provide an off-site (within the Continental United States) disaster recovery strategy to cover the College from critical systems failure or catastrophic event that would damage or destroy the Data Center and computing equipment.
- Back-up plans for proposed network, data, and systems outages and disruptions, if appropriate.
- Describe Warranties --include all functional, performance, and quality of workmanship warranties.
- Total cost of ownership --provide anticipated cost of purchasing, owning, operating, maintaining, and supporting the proposed solution for the total potential term of the contract. Include a detailed accounting of the total cost of ownership.

13. Vendor Qualifications

- Include a discussion of the overall acquired experiences your company, products and services have gained in the higher education industry. Include the total number of customers that use your solution. Indicate the number or percentage of your customers that are higher education institutions. Is your company's sole vertical higher education?
- Please supply your total client list of higher education customers running your total integrated ERP system, detailing the version that is currently in production, the modules that are in production, the number of years that system has been in production along with the contact information for each client.
- Provide a description of the top three (3) related customer implementations which most resemble the College, detailing the version that is currently in production, the modules that are in production, the number of years that system has been in production along with the contact information for each client.
- The Offeror must be able to provide references for successful conversions to the proposed platform. References

should include, but not limited to the following contact information:

- Client name
- Client address
- Contact name
- Telephone number
- Email address
- Brief summary of the project including the date of installation

- What is the number or percentage of your customers that are higher education institutions?

### **MINORITY PARTICIPATION (DEC 2015)**

Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No

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

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

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

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

- [ ] Traditional minority
- [ ] Traditional minority, but female
- [ ] Women (Caucasian females)
- [ ] Hispanic minorities
- [ ] DOT referral (Traditional minority)
- [ ] DOT referral (Caucasian female)
- [ ] Temporary certification
- [ ] SBA 8 (a) certification referral
- [ ] Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

### **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015)**

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

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. [04-4027-1]

### **SUBMITTING REDACTED OFFERS (MAR 2015)**

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

- The Student, HR-Payroll, Finance, and Business Intelligence modules (or predecessor versions of those modules) must have been in full production at a minimum of five (5) higher education institutions for at least three (3) years.
- Have successfully provided the proposed ERP/SIS system via SaaS or hosted system for a two- or four-year institution of higher education with similar complexity of system integration to Greenville Technical College. (e.g. Include comprehensive HR, Payroll, financial ERP which integrates seamlessly with SIS business operations, and student-facing systems such as common LMS platforms.
- Solution should support South Carolina state requirements such as South Carolina Lottery and other state or federal requirements.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)] [05-5010-2]

### QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

## **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- PROPOSALS (JAN 2006)**

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

### **AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror. [06-6040-1]

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

### **DISCUSSIONS AND NEGOTIATIONS - REQUIRED (FEB 2015)**

No award will be made to an offeror until after negotiations have been conducted with that offeror. As provided in Section 11-35-1530, negotiations must begin with the highest-ranking offeror; accordingly, submit your best terms from both a price and a technical standpoint. In addition, make sure your offer is responsive; the State will not evaluate or negotiate with a non-responsive offeror, and ordinarily, nonresponsive proposals will be rejected outright without prior notice. The State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial offer, but only if your initial offer is responsive. If a satisfactory contract cannot be negotiated with the highest-ranking offeror, the State may elect to conduct negotiations with other offerors. As provided in Section 11-35-1530(8) the State also may elect to make changes within the general scope of the request for proposals and provide all responsive offerors an opportunity to submit their best and final offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals. [06-6059-1]

### **EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

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

Two sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not include the demonstration of product capability. Offerors with a mathematical possibility of being the highest ranked Offeror after scoring of Phase I will be required to provide a demonstration of their proposed solution and will be evaluated against the Phase II set of criteria indicated below. The Phase II criteria includes the demonstration only.

#### **PHASE I**

1. Functional and Technical Capabilities: The completeness and suitability of the Offeror's proposed solution to meet or exceed the defined Business Challenges and Transformation Needs of this RFP.
2. Information Technology Resources/Support/Implementation Service: A thorough and detailed explanation as to the amount of technical support (staffing) required by the College for initial implementation and for ongoing support. Offerors are to include detailed explanation as to the integrative capability and security surrounding the system. A thorough and detailed presentation of all implementation support to be provided to the College throughout the entire implementation, including training.

3. Business Proposal: The value of the proposed solution to meet or exceed the needs of this solicitation with specific respect to Total Cost of Ownership, Risk Analysis, Risk Mitigation, Risk Sharing and Performance Incentives. Offerors are to identify all costs associated with this project.

4. Offeror's Qualifications: The completeness and suitability of the Offeror's proposed solution to meet the needs of this RFP. The Offeror's financial responsibility and financial strength must reflect sound financial stability; the Offeror's experience and references must provide evidence of its depth and breadth of experience, and evidence of successful past performance with projects of this similar size and scope.

After the evaluation of the Phase I criterion, the criteria scores will be calculated, and the average score will not exceed one hundred (100) points. The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP pursuant to Phase I evaluations, with the allowable demonstration criteria points being considered, will be required to provide a demonstration of their proposed solution and will be evaluated in Phase II. The total points from Phase I and Phase II will be added to determine the highest ranked Offeror. If only one (1) Offeror is invited to demonstrate, the demonstration will be evaluated based upon a pass/fail assessment.

## **PHASE II**

### **1. Demonstration:**

Demonstration of capabilities and methods described in the Offeror's written proposal to meet the needs of the College as defined in this RFP.

TOTAL from Phase I and Phase II

[06-6065-1]

## **UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

## **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

## **EQUAL OPPORTUNITY (JAN 2006)**

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

## **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

## **FIXED PRICING REQUIRED (JAN 2006)**

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

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

## **NOTICE (JAN 2006)**

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

paragraph. [07-7A050-1]

## **OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

## **PAYMENT and INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

## **PUBLICITY (JAN 2006)**

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

## **PURCHASE ORDERS (JAN 2006)**

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

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

## **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax

collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

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

#### **WAIVER (JAN 2006)**

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

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **BANKRUPTCY - GOVERNMENT INFORMATION (FEB 2015)**

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

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

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;  
(b) method of shipment or packing;  
(c) place of delivery;  
(d) description of services to be performed;  
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,  
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

### **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. [07-7B035-1]

## **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.

### **TBD after award**

[07-7B040-1]

## **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE-SOFTWARE LICENSING-SINGLE AGENCY (FEB 2015)**

Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements-Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. Further, the document titled *South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software - Single Agency*, which is attached hereto as an exhibit, is offered as information only and does not form part of the contract. [07-7B042-1]

## **CONTRACT LIMITATIONS (JAN 2006)**

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

## **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

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

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

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

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

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the

State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

## **CONTRACTOR'S LIABILITY INSURANCE - INFORMATION SECURITY AND PRIVACY (FEB 2015)**

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

(a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

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

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

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

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

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

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

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

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

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

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

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

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

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

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

(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

### **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

### **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

### **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

## **ILLEGAL IMMIGRATION (NOV 2008)**

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

comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

## **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)**

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

## **INDEMNIFICATION - THIRD PARTY CLAIMS - DISCLOSURE OF INFORMATION (FEB 2015)**

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

## **INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)**

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

claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

## **INFORMATION SECURITY - DEFINITIONS (FEB 2015)**

The following definitions are used in those clauses that cross reference this clause.

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**Government information** means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public information** means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

**Third party** means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

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

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

## **INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)**

(a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. In addition, as used in this clause-

**Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage

capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

**Intrusion** means an unauthorized act of bypassing the security mechanisms of a system.

**Media** means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

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

**Voice** means all oral information regardless of transmission protocol.

(b) *Safeguarding Information* . Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures* . Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

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

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

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

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

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

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

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

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

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

(d) Subcontracts . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information* . This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

## **INFORMATION SECURITY - LOCATION OF DATA (FEB 2015)**

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier.

[07-7B106-1]

## **INFORMATION USE AND DISCLOSURE (FEB 2015)**

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause

addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions* . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions.

(b) *Legal mandates* . Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down* . Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

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

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

(f) *Return* . Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws* . Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure - Standards.

(h) *Actions Following Disclosure* . Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy* . All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

## **INFORMATION USE AND DISCLOSURE - STANDARDS (FEB 2015)**

To the extent applicable:

- (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
- (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act.

[07-7B110-1]

## **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

## **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

## **OFFSHORE CONTRACTING PROHIBITED (FEB 2015)**

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

## **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

## **PRICE ADJUSTMENTS (JAN 2006)**

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

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

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

## **PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B170-1]

## **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

## **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

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

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not - for itself or on behalf of any third party - offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for

compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

## **SOFTWARE LICENSES (JAN 2006)**

**Proprietary Software:** Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software.

**License:** The State is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder.

**Title:** Title to any proprietary software provided by the Contractor to the State will remain with the Contractor.

**Trade Secrets:** The State agrees that the proprietary software is a trade secret of the contractor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

**Source Code:** Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.

In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the State with a copy of the source code for said proprietary software, at no expense to the State.

**Export Control:** The State acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.

**Customized Software:** Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the State by contractor and documentation used to describe, maintain and use the software.

**Title:** Title to the customized software vests in the State as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the State all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the State in understanding, using, maintaining, and enhancing said customized software.

**Software Tools:** The contractor shall provide to the STATE, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the STATE would require to maintain or enhance the customized software. The price for said tools and the cost to train State personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost proposal submitted to the State in response to the State's solicitation.

**Escrow for Source Code:** In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the state shall be provided a copy of the source code for said software within thirty days at no expense to the State.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media.

Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the state may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns. [07-7B215-1]

## **SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)**

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

## **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 2 years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

## **TERM OF CONTRACT -- OPTION TO RENEW (MODIFIED)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 5-year(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

## **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term. [07-7B250-1]

## **TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

## **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts

to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;  
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

## **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

### **BUSINESS PROPOSAL**

Offerors are to submit a Business Proposal as a separate document from the Technical Proposal. The Business Proposal may include the following considerations:

- (a) Total Cost of Ownership -- What is the anticipated cost of purchasing, owning, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract? Provide a detailed accounting. Please provide the payment schedule for product and services.
- (b) Risk Analysis -- What internal or external factors could significantly impact the probability of completing this project on time and within budget?
- (c) Risk Mitigation -- What actions can be taken to mitigate the identified risks?
- (d) Risk Sharing -- Are there opportunities for mutually beneficial risk sharing?
- (e) Performance Incentives -- Are there opportunities for performance-based incentives?

## **IX. ATTACHMENTS TO SOLICITATION**

### **ATTACHMENTS LIST [09-9002-1]**

The following documents are attached to this solicitation:

1. Tax Notice-Nonresident
2. Service Provider Security Assessment Questionnaire
3. Attachment A-Revised – Technical Quality Spreadsheet
4. Questions and Answers

## **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.

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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.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

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

[09-9005-4]

## **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE**

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

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

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

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

By: \_\_\_\_\_  
(authorized signature)

Its: \_\_\_\_\_  
(printed name of person signing above)

\_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

SPSAQ (FEB 2015) [09-9025-1]

Questions and Answers  
For RFP 5400019402  
Enterprise Resource Planning for Greenville Technical College

1. On page 19 of the Solicitation under letter "K. Financial Aid" it makes reference to the South Carolina Lottery code. Could you expand on what the implications of this code are and how your new software solution could address this need?

**Answer: See website listed below for more details:**

<https://www.sceducationlottery.com/documents/educationwins/BeneficiaryBrochure.pdf>

2. Is there an incumbent or is this a new opportunity?

**Answer: We currently have two software packages one for credit and one for non-credit. We are looking for one solution that will address credit and non-credit students (e.g. – multiple start and stop times throughout a semester).**

3. On page 8 under DEADLINE FOR SUBMISSION OFFER there is a reference to the 'proposal opening.' Is this a mandatory meeting for vendors and if so what is the date and time of this meeting?

**Answer: This is the date that the offers are to be submitted to the State Procurement Office. This isn't a meeting.**

4. It is understood that questions are due on 8/14/20 but, I do have a clarification question. We already have some questions; do we have to wait to submit questions? If we do not have to wait, will we receive responses on an ongoing basis? Meaning they will not wait until August to release all the responses?

**Answer: No, you do not have to wait to submit your questions. We have creating a question schedule. Please see below for the schedule:**

Questions	Due Date	Amendment Issued Date
Round One	July 3, 2020	July 10, 2020
Round Two	July 17, 2020	July 24, 2020
Round Three	July 31, 2020	August 7, 2020
Round Four	August 14, 2020	September 4, 2020

5. There is no response matrix; i.e. for each requirement there is usually a set of responses – Delivered, Customization, 3<sup>rd</sup> Party, etc. Will there be a response matrix?

**Answer: Attachment A – Technical Quality Spreadsheet – has been amended and a column has been added for these responses. Offerors should follow the instructions in the RFP to submit all other requested information.**

6. We are working in the Excel workbook, and one of the sheets (CRM) has data validation settings in one of the columns. However, the source links to an error, meaning we can't use the drop down list, and we can't input my own data without receiving an error message. We can turn off the data validation setting, we may want to confirm with GTC that this is OK. Here's a screenshot of the source & the Excel dialogue box stating that the source evaluates to an error. This seems to be the only sheet with this issue.

The screenshot shows an Excel spreadsheet with a Data Validation dialog box overlaid. The spreadsheet has columns B, C, D, E, F, G, and H. The first row contains headers: 'Question / Comment' (B), 'Response' (C), and 'Comments' (D). The second row contains a question about CRM integration and a dropdown menu in cell C2. The 'Data Validation' dialog box is open, showing 'Allow: List' and 'Source: =C:\Users\kggrant\AppData\Local\Microsoft\Windows\INet...' with the 'Ignore blank' and 'In-cell dropdown' checkboxes checked. A Microsoft Excel warning dialog box is also visible, asking 'The Source currently evaluates to an error. Do you want to continue?' with 'Yes' and 'No' buttons.

**Answer: Turning off the data validation setting will not cause GTC any issues.**

7. Attachment A – Tab Name: EDCT, RFP Requirement Number 16 – Requirement: *Can you bill to more than one account on the same invoice?* Question is – Is this question referencing Third Party billing or Sponsored Contracts? If neither, can more detail be given?

**Answer: Yes, this is referring to situations where GTC bills the customer for services provided. GTC wants to be able to allocate items on an invoice to different accounts. For example, if GTC is billing a doctor's office for a CPR course, a SHRM course and a Medical Coding course they want to send one invoice and allocate the payments to their departmental accounts. In this example, assuming the students are attending public offering classes, but the same could also be true if we were offering these three courses as contract classes, i.e. what is referred to as Sponsored Contracts in the question above. It could also refer to 3<sup>rd</sup> party billings – what if the same student took a PPE course from ProTrain and a CPR online course through AHA – can GTC bill the student on the same invoice and allocate the payments to the appropriate 3<sup>rd</sup> party?**

8. Attachment A – Tab Name: EDCT, RFP Requirement Number 2 – Requirement: *Can system manage various course types to include bundles and hybrids?* Question is – What is meant by “bundles”?

**Answer:** A bundle is when one course number is assigned as the main course and the full amount due for all courses included in that bundle are paid under this course. The other courses are at a zero fee or bundle fee of zero. So, you would register and pay for all the courses under the bundle course. (In SM this is called a parent course.) Then register the courses included in the bundle at a zero fee – (In SM this is called a child course.) So far, we have used bundles mainly to be able to register a student in a parent course and have the registrations automatically populate in the child courses. The student pays one fee. We do this for the Building Operator Certification course – mainly because we must award certificates for each of the modules but, we have the student pay for the course in one billing. An example of the option where fees show up on child courses could be camps where the student enrolls in a parent camp course but, pays fees with each subject they choose to take during the camp.

9. Attachment A – Tab Name: EDCT, RFP Requirement Number 3 – Requirement: *Can expenses be paid from different accounts such as food and materials?* Question is – Are these expenses paid by the College to third parties or paid by third parties to the College?

**Answer:** Yes, paid by third parties to the college. Clemson is a good example. That contract requires providing food for students when delivering classes which inflates the course revenue. If the food expense could be allocated back to the food object code, we would have a more accurate accounting of course revenue and our food budget wouldn't be so inflated.

10. Attachment A – Tab Name: EDCT, RFP Requirement Number 33 – Requirement: *What flexibility does the system have for creating/modifying the student web experience? How can this be modified per course?* Question is – Please clarify what is meant by student web experience? Application? Registration? Taking the course?

**Answer:** Here are some aspects of the student web experience:

- Mobile friendly web pages that allow students to browse and register for courses from any mobile device with user friendly search options.
- Courses published by subject area in a calendar style for browsing.
- Students able to easily share course info via email or social media.
- Student can document compliance with course specific pre-requisite requirements (such as background check, other courses).
- “You may be interested in...” cross selling listing courses in same subject area during the checkout process.
- Payment processing with customizable fee types (i.e., registration fees, mandatory fees and optional fees, auto expiring early bird fees, special group discounts and special single use or limited use discount coupons).
- Offer memberships (fee-based or free) that offer members discounts on courses or restrict registration to members only. The membership module also supports multiple membership levels and family memberships (works well for OLLI programs).
- Student access to tracking their attainment of a credential or their progress for certificate programs (where students must complete a set number of courses, CEUs, or hours in order to earn a certificate).
- Students able to submit course suggestions.

11. Attachment A – Tab Name: EDCT, RFP Requirement Number 35 – Requirement: *How are special payments such as memberships, conferences, bundled courses, coupons or donations handled?* Question is – Are these payments paid by the College to third parties or paid by third parties to the College?

**Answer: Fees paid to GTC.**

12. Attachment A – Tab Name: Student, RFP Requirement Number 5 – Requirement: *Provides the ability for students to update their address and phone number. Also, provide a process to confirm their grades and course attendance.* Question is – Please clarify what is meant by “Also, provide a process to confirm their grades and course attendance.”

**Answer: The primary need to allow students to have the ability to update contact information. Confirmation of data once in the system would be an internal process.**

13. Attachment A – Tab Name: Student, RFP Requirement Number 54 – Requirement: *N/A* Question is – This requirement is blank in the RFP document provided. Is that supposed to be the case?

**Answer: Number 54 was listed in error and is blank. No need to respond to this line item.**

14. Amendment 1/Solicitation – RFP Page 4 – Requirement: *The seven (7) year maximum contract period consists of a two (2) year initial term plus five (5) additional one (1) year options to extend.* Question is – Can you explain and intent and purpose behind having a maximum 7 years contract that includes a 2-year initial term, followed by a 5-year “additional” term? Also, the same question but for the option to extend for 1-year after the 7 year (2+5) term? Is this a state requirement or a Greenville Technical College requirement? If State, can you provide us a reference to the statute?

**Answer: The State allows a maximum of a seven (7) year contract term with approval by the State’s Chief Procurement Officer. GTC requested this term and received approval. The initial term is for two (2) years to allow time to implement the awarded solution. The contract has the option to renew annually for a period of five (5) years to allow for any additional implementation time need and for support/maintenance. There is no option to extend for an additional one (1) year after the 7-year term.**

15. Amendment 1/Solicitation – RFP Page 13 – Requirement: *A. A demonstration script will be used to assist Greenville Technical College in reviewing your response and to gauge how well your solution meets Greenville Technical College’s goals and objectives. Please prepare to present information on the items listed on the demonstration script. The time allotted for the demonstration shall not exceed one (1) hour thirty (30) minutes, which includes the demonstration and further clarifications/questions and answers.* Question is – Can you clarify if this paragraph means that Greenville Technical College will actually be affording vendors a total of 1.5 hours to demonstrate the entirety of their campus-wide solution plus a Q&A period? Or is 1.5 hrs. the allotted time per function or tab in the Requirements XLS?

**Answer: The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked Offeror pursuant to Phase One (I) evaluations will be required to give a live**

**demonstration of their proposed solution either virtually or in person. The top 3 proposals will have time allocated up to 1 ½ days per Offeror for demonstrations.**

16. Amendment 1/Solicitation – RFP Page N/A – Requirement: *None* Question is – Can the vendor propose a hands-on session or sessions for faculty, staff & students as part of Greenville Technical College’s decision criteria given the level of investment and strategic importance for long-term sustainability this decision represents?

**Answer: Because of the size of the RFP team, we will not have hands-on sessions with faculty and staff across the college in this process.**

17. Amendment 1/Solicitation – RFP Page 15 – Requirement: *The College’s overall goal is for the procurement, implementation, training, and ongoing support of an integrated Enterprise Resource Planning (ERP) system.* Question is – Can you define “integrated” as it relates to Greenville Technical College’s requirements for an integrated EDCT, Student, Fin-Aid, CRM, Payroll, HR, Finance and Technology solution? Does this mean on one database or one integrated architecture, or does “integrated” mean one or several databases or architectures integrated through APIs or vendor-created integrations?

**Answer: Integrated systems could be a single database or several databases, as long as the database(s) are connected and function as one system. We are not interested in systems that do not communicate or need interfaces to sync information.**

18. Amendment 1/Solicitation – RFP Page 15 – Requirement: *It is envisioned that the proposed solution can be implemented within a two (2) year time frame from the start of implementation for all ERP and SIS solutions. The College would anticipate shorter time periods for subsets of services or products if a phased approach is used for implementation of proposed solutions.* Question is – Enterprise technology industry experts will assert that customer ERP implementation timelines are influenced by the customer and its resources’ availability and ability to execute on milestones and timelines as much as the vendor’s own availability and resource ability. As such, is this a hard requirement that responding vendors must assume that they agree to adhere to?

**Answer: We realize the full implementation process could be 2-3 years. However, we would expect that as systems are ready by function, we would be able to go live in waves rather than a “big bang” type implementation. Once we have an implementation plan, we would match the internal resources requirements to stay on schedule.**

19. Amendment 1/Solicitation – RFP Page 17 – Requirement: *The proposed solution should share the use of an integrated, relational database management system.* Question is – Can you clarify what this means? Does Greenville Technical College require one integrated system, or a culmination of many different systems that can be “integrated” and that share a common attribute (some type of database or relational database).

**Answer: GTC is open to a single database or multiple databases as long as they are integrated and function as one system.**

20. Amendment 1/Solicitation – RFP Page 24/25 – Requirement: *The Offeror must be able to provide references for successful conversions to the proposed platform. Reference should include, but not limited to the following contact information:* Question is – We would like to recommend that Greenville Technical College consider changing the requirement to be at least 5 references and up to 10 unique institutions. We would also like to recommend GTC require at least 2 or more contacts outside of IT from within some or all of the key functional areas (ex: President, CFO, CHRO, CIO, Provost, Registrar, etc.) The basis of our request/recommendation is for Greenville Technical College's protection and risk mitigation by ensuring the maximum due diligence and fiduciary responsibility, given the size of investment in an ERP solution and the enterprise-wide impact and project involvement from the various offices and departments within the College.

**Answer: The reference requirements of the RFP will not be changed but, GTC can request additional references during evaluation if needed to determine responsibility of the Offeror.**

21. Attachment A – Tab Name: Corporate, RFP Requirement Number 5 – Requirement: *Solution must be aligned with a major platform such as Microsoft. Vendor must provide an infrastructure diagram that demonstrates this platform alignment and strategic partnership.* Question is – Can you explain why an alignment with a major platform such as Microsoft is a requirement? What does Greenville Technical College consider as a major platform? Is this a State of South Carolina requirement or a Greenville Technical College requirement?

**Answer: The ERP system is not the only system in use at GTC. We want to make sure the new environment is keeping pace with changes in the industry and is built on a solid supported platform. This is a common request on the technical direction to make sure we understand the roadmap each vendor is on for any new system at GTC.**

22. Attachment A – Tab Name: Finance, RFP Requirement Number 1 – Requirement: *Describe the project accounting capabilities.* Question is – What are the typical types of projects that are accounted for? Are these capital, billable, internal, etc.?

**Answer: Capital projects and grant funds.**

23. Attachment A – Tab Name: Financial Aid, RFP Requirement Number 13 – Requirement: *Includes forms for creating, deleting, storing, and managing financial aid file suites.* Question is – What is meant by “financial aid file suites”?

**Answer: Because of the large amount of information generated during Financial Aid processing, GTC's current system, stores each academic year's information in separate sets of files. The set of files for each year is called a file suite. The financial aid file suite is a set of files for holding financial aid data for a single academic year. Each file contains a particular type of financial aid data. For example, the Summary Award (SA.xxxx) file contains a summary of award information for each FA applicant. Valid years are created when a yearly file suite is created.**

24. II. Instructions to Offerors – B. Special Instructions

D. “The time allotted for demonstration shall not exceed one hour thirty and minutes”.

As a vendor, we are deeply invested to the long-term partnership with Greenville Tech and want to ensure the selection committee has ample opportunity to view and understand our solutions. Traditionally demonstrations are a vendor's opportunity to fully demonstrate its solution's capabilities along with its partnership with the institution. These demonstrations typically last 3-5 days to adequately allow for the necessary comprehensive education of the solution(s). Therefore, we would like to formally request additional demonstration time.

**Answer: Please refer to Q & A for Number 14.**

25. Under the section header of "Grades" on line #68 of the spreadsheet and question #42 they ask "Provides the ability to verify grades prior to updating the student's permanent record." Can Greenville please clarify the steps of verification required prior to updating the student's record?

**Answer: This is a batch type of process currently. The primary question is what process is used within your solution to enter grades.**

26. Under the section header of "Student Accounts" on line #85 of the spreadsheet and question # 54 there is no question provided. Can they confirm that no requirement resides in question 54?

**Answer: Please refer to Q & A for Number 12.**

27. FA requirement 13. FA13. Includes forms for creating, deleting, storing, and managing financial aid file suites. What do they mean by the word form? Does this mean a page in the GUI? What do they mean by file suites?

**Answer: Because of the large amount of information generated during Financial Aid processing, our current system, stores each academic year's information in separate sets of files. This data is stored within the system and not a separate page or form.**

28. Page 16. Full time and part time employee count is listed. What is the amount of student workers that Greenville Tech has?

**Answer: Our biggest term this year for College Work Study students was 2019 Fall with 59 students. Total unduplicated students for the 19/20 year was 61.**

29. In reference to the current CRM: Who is the current SMS delivery provider? Who is the current MMS delivery provider? What is the number of seat counts for administrative users? What is the number of contacts for outreach and engagement?

**Answer: We currently are not using a CRM system.**

30. What is the overall budget for software + implementation for this project?

**Answer: We do not plan to share this information.**

31. In Attachment A, can you please clarify the type of information you would like vendors to provide in the "Response" vs. "Comments" column? Is an answer required for all columns? For example, if the

requirement is answered as “delivered” in column D, is a response or comment required? Or, are responses and comments only required if further information or clarification is needed?

**Answer: Filling out the response is all that is required in this spreadsheet. We added the comments section if needed but, is not required.**

32. Regarding CRM, how many full access users (able to configure the system, update settings/workflows, create and manage campaigns/communication plans, use live chat, write reports, other higher level functions) do you anticipate will access the solution?

**Answer: We are currently not using a CRM system. We would like to have the ability for live chat and other CRM features. Depending on the CRM features, we would have less than 50 full access users.**

33. Regarding CRM, how many limited access users (only able to update contact date fields, add notes, and run pre-written reports) do you anticipate will access the solution?

**Answer: We do not currently have a CRM system. Depending on the features, we would have less than 200 unlimited access users for the overall CRM (see #33 for additional information).**

34. Do you expect to use the chat feature? If so, how many chat users do you anticipate will access the solution?

**Answer: If we had a chat feature, we would expect to use this. We would estimate that we would have under 25 users for the Chat feature alone.**

35. How many student applications do you receive annually?

**Answer: On average, we receive 21,000 applications annually.**

36. Regarding Finance/HR/Payroll, how many full access users (able to configure the system, update settings/workflows, perform accounting and finance back office tasks (AP, AR, GL, process transactions, generate financials), write reports, approve and manage budgets, and other higher level functions) do you anticipate will access the solution?

**Answer: We have under 50 full access “Power users”.**

37. Regarding Finance/HR/Payroll, how many limited access users (only able to view pay stubs/W-2s, view and select benefits, update personal information (address, demographic info), submit and approve timecards and expense reports, submit budget and purchasing requests) do you anticipate will access the solution?

**Answer: We have under 1,350 limited access users.**

38. Regarding the steering committee/decision makers for the RFP, could we have a list of the titles of these parties involved?

**Answer: No, this information is not currently available.**

39. What is the total # of:

- a. Credit students
- b. Non-credit students
- c. Students receiving financial aid

**Answer:**

**a. Credit students – our numbers are currently down because of the COVID-19 outbreak. For the purposes of this RFP, we'll use the same numbers listed in the College Demographics section located in Section III. Scope of Work/Specifications of the RFP.**

**b. Non-credit students – our numbers are currently down because of the COVID-19 outbreak. For the purposes of this RFP, we'll use the same numbers listed in the College Demographics section located in Section III. Scope of Work/Specifications of the RFP.**

**c. Students receiving financial aid – the current financial aid numbers show that 43% of our students receive federal aid. If you look at all financial aid including federal aid, 71% of our students receive some type of financial aid.**

40. Commercial: What is your desired timeline to go-live with a new ERP system?

**Answer: We would expect no longer than a 3-year timeline to go-live after award is made.**

41. Commercial: Is there an estimated budget range for this project – Y1 and future year OpEx for cloud subscription?

**Answer: We have estimated budget range but will not share that information.**

42. Cloud Environment: Are you comfortable with a private cloud/single-tenant hosted ERP solution run in an SAP DC or hyperscaler (AWS, Azure, GCP)?

**Answer: Yes, as long as the data is stored within the United States.**

43. Cloud Environment: How do you typically manage upgrades today for your existing critical ERP/point solutions?

**Answer: We complete upgrades and patches in-house with our current ERP.**

44. Cloud Environment: Do you assign internal IT resources for development, i.e. modifications to cloud software (where allowed) via coding support, add-ons support, and/or application development?

**Answer: Yes, we have an internal development group for this need.**

45. Cloud Environment: Would you require a test/development separate tenant for ERP to administer innovations/business process changes before putting into production (productive tenant)?

**Answer: Yes, we would need a test environment or process to test environment prior to major upgrades.**

46. Cloud Environment: What are your specific expectations or requirements for disaster recovery?

**Answer: Our expectations are that disaster recovery is built into the solution.**

47. Users: How many full-time and part-time staff need access to the ERP system(s)? Will faculty need access and if so, how many?

**Answer: Yes, faculty and staff will need access to the system. The combined number would be around 1,300.**

48. Users: How many of these total users will:

- Require development authority?
- Will serve as admins and need full access to the system?
- Need access to Finance and CRM systems resident in ERP?
- Need access to manage data (MDM), employee/student records, and create workflows in the system?
- Need inquiry (display use) access only to generate reports or see real-time insights?

**Answer: Please see bulleted answer below.**

- Development authority would be 10.
- Admin access depending on the setup would be around 5.
- Access to Finance and CRM systems resident in ERP – approximately 25 to perform everyday job duties. Depending on the system and how it functions, others need access to enter requisitions, check requests, budget revisions, and various self-services functions.
- Access to manage data (MDM), employee/student records, creating workflows – this will vary by functional area and will be mapped out during the discovery phase of the project. It will depend on the system design, self-service functionality, security features, etc.
- Need inquiry (display use) access only to generate reports or see real-time insights – depending on the functionality and feature sets of the system, most employees should have access to view certain data in real-time and create reports pertinent to their areas. (ex. Enrollment trends, persistence, retention, budget status, etc.)

49. Integration: Are you requiring live (API or adapter) integration to ERP for the six systems listed in the E: Integrations section?

**Answer: Depending on the flexibility of the system, we may need APIs.**

50. Integration: For requirements around built integrations between non-SAP systems and SAP, how many total documents (approximation) would pass from the non-SAP systems to SAP systems each year?

**Answer: We do not use SAP systems; all back office is within our current ERP system.**

51. Integration: Will you have resources to manage integrations or develop/manage application builds on an integration platform?

**Answer: Yes**

52. Data: Please provide some details on your data warehouse landscape and confirm if you are looking to replace those solutions.

**Answer: We currently do not have a data warehouse. We may build one for historical data of our current ERP system.**

53. Special Functionality: Please list specific requirements on technology supporting the public budgeting cycle and maintenance.

**Answer: These would be standard technology requirements. All detail needs are listed in the supporting spreadsheet within the RFP.**

54. Special Functionality: Please describe further your e-payments system(s).

**Answer: We are currently using Touchnet for e-Payments. The primary need is the e-payment system needs to be PCI/DSS compliant.**

55. Special Functionality: What are your requirements for an ECM (enterprise content mgmt.) solution? i.e., storage, archiving, smart searching, authority, OCR, object integration to modules, etc.?

**Answer: We do not have requirements in this area.**

56. Special Functionality: Please share the current vendor for financial aid management or how this process is run.

**Answer: This is within our current solution which is Ellucian Colleague.**

57. Special Functionality: How many entities (if more than one) will be consolidated (w/ elimination entries) into the general ledger?

**Answer: We do not have more than one entity. We use multiple funds and have 11 in our chart of accounts currently.**

58. Special Functionality: Will you be scoping in, or open to 'lite' self-service procurement where requisitions can be requested from any user for any cataloged materials, whether from a material master or supplier catalog?

**Answer: We would potentially be open to "lite" self-service options depending on the functionality of the solution offered, we are unclear exactly what is meant by "scoping in". Currently, end users enter requisitions and approvers are set up in the system for each end user based on dollar thresholds which vary. We do not have cataloged materials set up in our current system.**

59. Special Functionality: Please explain the ‘portal’ requirement more in-depth and what integration ideally needs to occur with an ERP system.

**Answer: Yes, we are open to a portal provided with the solution. We are currently using Microsoft SharePoint online for our portal system.**

60. In the RFP document on page 24 section IV. Information for Offerors to Submit>Information for Offerors to Submit – General (March 2015), it states in that paragraph “Your offer should include all other information and documents requested in this part and in parts II. B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations.” Please clarify what information is requested in III. Scope of Work section. This section seems to be for information purposes only and so we are not clear how to respond to that section.

**Answer: For this RFP, you are correct in that Section III. Is for information purposes only. There is not any additional information request in Section III.**

61. Are digital signatures (e-signatures) acceptable? Or, does GTC require ink signatures?

**Answer: Yes, we will a certificate based digital signatures (e-signatures).**

62. The following requirements is provided in the EDCT tab in Attachment A: “Can expenses be paid from different accounts such as food and materials?” Can you clarify who is paying these expenses? The College, student, or corporate account?

**Answer: See question and answer # 9.**

63. In reading your Questions and Answers document, Question #2, we note that you are using two software packages (one for credit and one for non-credit), and you are looking for a solution that will address both credit and non-credit students. We have follow-up questions related to your answer. Are you using BBAY at all for Financial Aid? Are you using Pell Formula 4 for any programs?

**Answer: We do not currently use BBAY or Formula 4 but, that could change if need arises.**

64. What software system are you currently using to support your EDCT (Continuing Education) requirements?

**Answer: We are currently using Student manager/ACEWeb.**

65. Section IV, Information for Offerors to Submit, requests that if offers are submitted electronically, vendors are to upload an image of the signed Cover Page and Page Two. Is DocuSign an acceptable signature for forms?

**Answer: Please see question and answer # 61.**

66. Does GTC have a legal requirement to have more than 1 chart of accounts to keep business entities separate? (i.e., foundation has one chart and the college has a different one). If yes, describe and include if this is a legal requirement and how it is handled today?

**Answer: No, we do not.**

67. Does GTC have a need for more than 1 currency? If yes, please describe, including the areas where this is a requirement.

**Answer: No, we do not.**

68. Does GTC have any clock-hour programs? If yes, how many students and how are they tracked today – in legacy? In 3<sup>rd</sup> party database? In excel?

**Answer: Yes, we have clock-hour programs; tracked in Colleague using preset increments.**

69. What is IT competency? (low/medium/high)

**Answer: Our IT competency is medium to high depending on the technology.**

70. What is user dependence on IT? (low/medium/high)

**Answer: Our user dependence on IT is medium.**

71. Does GTC have any end of life considerations? i.e., hardware, maintenance contracts, programs.

**Answer: Yes, we have both contracts and hardware that will be impacted by the overall timeline of moving to a new system.**

72. Does GTC have any out-of-state employees?

**Answer: Yes, we do have out-of-state employees.**

73. What is the expected timeframe for customer support issues?

**Answer: If we have a critical issue with the system, we would expect a 1-4 hours response time 24/7. Other issues could be a 1-2 business day response time.**

	<p><b>State of South Carolina</b></p> <p>Request for Proposal <b>Amendment 5</b></p>	<p>Solicitation: <b>Date Issued:</b></p> <p>Procurement Officer: Phone: E-Mail Address: Mailing Address:</p> <p>5400019402 <b>10/01/2020</b> SHEILA O. WILLIS, CPPBS (803) 737-4417 <a href="mailto:swillis@mmo.sc.gov">swillis@mmo.sc.gov</a> SFAA, Div. of Procurement Services, ITMO 1201 Main Street, Suite 601 Columbia SC 29201</p>
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DESCRIPTION: **Enterprise Resource Planning (ERP)System**

USING GOVERNMENTAL UNIT: **Greenville Technical College**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

**SUBMIT OFFER BY (Opening Date/Time): 10/12/2020 11:00:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **08/14/2020 16:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: If submitting on-line – One (1) Technical Copy marked “Original”, One (1) Business/Price Copy marked “Original”, One (1) Redacted Technical Copy marked “Redacted”. If submitting a hardcopy - One (1) Technical Hardcopy marked "Original", One (1) Electronic Technical Copy marked "Copy", One (1) Redacted Electronic Technical Copy marked "Redacted", One (1) Business/Price Hardcopy marked “Original”, and One (1) Electronic Business/Price Copy marked “Copy” See “Submitting Redacted Offers” provision Section IV., “Submitting Confidential Information” Section II.A., & “Electronic Copies-Required Media & Format” provision Section II. B. **Initial here \_\_\_\_\_ if a redacted copy is NOT necessary**

<p>CONFERENCE TYPE: <b>Not Applicable</b></p> <p>DATE &amp; TIME:</p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p>LOCATION: <b>Not Applicable</b></p>
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<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on <b>02/10/2021</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
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<p>You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred and eighty (180) calendar days after the Opening Date. (See "Signing Your Offer" provision.)</p>	
<p><b>NAME OF OFFEROR</b>  (full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p><b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p><b>DATE SIGNED</b></p>
<p><b>TITLE</b>  (business title of person signing above)</p>	<p><b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</p>
<p><b>PRINTED NAME</b>  (printed name of person signing above)</p>	<p><b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)</p>
<p><b>OFFEROR'S TYPE OF ENTITY:</b> (Check one) (See "Signing Your Offer" provision.)</p>	
<p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p>	
<p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>	

## PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

Area Code -

Number - Extension Facsimile

E-mail

Address

PAYMENT ADDRESS (Address to which payments will be sent.)  
(See "Payment" clause)

ORDER ADDRESS (Address to which purchase orders will be sent)  
(See "Purchase Orders and "Contract Documents" clauses)

Payment Address same as Home Office Address

Payment Address same as Notice Address **(check only one)**

Order Address same as Home Office Address

Order Address same as Notice Address **(check only one)**

### ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date						

DISCOUNT FOR PROMPT PAYMENT  
(See "Discount for Prompt Payment" clause)

10 Calendar Days (%)

20 Calendar Days (%)

30 Calendar Days (%)

Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: **Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524**

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### **PUBLIC OPENING (JAN 2004)**

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

**RFP Opening has been extended to October 12, 2020 at 11:00 AM EST**

STATE OF SOUTH CAROLINA  
SFAA, DIV. OF PROCUREMENT SERVICES, MMO  
1201 MAIN STREET, SUITE 600  
COLUMBIA SC 29201

**Intent to Award**

Posting Date: August 12, 2021

**Solicitation:** 5400019402  
**Description:** ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM  
**Agency:** Greenville Technical College

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **August 24, 2021**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

**PROTEST - CPO ADDRESS - ITMO:** Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

- (a) by email to: [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov), or
- (b) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201.

**Contract Number:** 4400026819  
**Awarded To:** ANTHOLOGY INC (7000302212)  
5201 CONGRESS AVENUE  
BOCA RATON FL 33487

**Total Potential Value:** \$ 9,055,597.24

**Maximum Contract Period:** August 24, 2021 through August 23, 2028

<b>Item</b>	<b>Description</b>	<b>Total</b>
1	Enterprise Resource Planning System	\$ 9,055,597.24

*Sheila O. Willis, CPPB*

SHEILA O. WILLIS, CPPB  
Procurement Officer