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Protest Decision

Matter of: Carolina Time Parking Group
File No.: 2024-217
Posting Date: July 25, 2024
Contracting Entity: Clemson University
Solicitation No.: 184054500
Description: Single Space Occupancy Parking Sensors

DIGEST

The Chief Procurement Officer (CPO) grants one ground of protest in the protest of Carolina Time Group (CTPG) and denies all others. CTPG's protests is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

On March 18, 2024, the Clemson issued a solicitation for proposals for "a single space, open air surface parking space counting system that can also function within a parking deck."¹ [Exhibit B

¹ At the time of the solicitation, Clemson was certified to conduct its own Information Technology procurements up to \$3 million. On April 26, 2023, Clemson submitted a request to the CPO asking that he delegate this procurement to Clemson, estimating that it had a total potential value of up to \$5 million. Clemson did not mention to the CPO that it had issued the solicitation a month earlier and received proposals on April 16, 2024. Indeed, Clemson's

– South Carolina Business Opportunity (SCBO) Ad., Exhibits C-1 & C-2 – Solicitation Documents] The Solicitation consisted of three documents, 1) Clemson University Standard Bidding Terms, 2) Clemson University Standard Terms of Purchase, and 3) a Scope of Work Document (SWD).² The SWD is specific to this solicitation and included information on performance requirements, evaluation methodology, information to include in proposals, and documentation to submit with proposals.

On April 1, 2024, Clemson issued Amendment 1 answering vendor questions. [Exhibit D]

By the deadline for receipt of proposals, Clemson received seven proposals. [Exhibit E] Clemson determined two of the proposals to be nonresponsive and evaluated five. [Id. and Exhibit F] The evaluation committee ranked the proposal of eleven-x, Inc. (eleven-x) as the most advantageous to Clemson. [Exhibit G]³ On June 10, 2024, Clemson posted an Intent to Award a contract to eleven-x. [Exhibit H] On June 25, 2024, CTPG protested Clemson’s intended award.

DISCUSSION

The South Carolina Procurement Code provides the right to protest a solicitation and the right to protest an award or intended award. S.C. Code §11-35-4210(1). Both types of protests have time deadlines. To the extent CTPG protests an intent to award or award, it is timely. However, CTPG also protests the solicitation. A protest of a solicitation must be filed with the CPO “within fifteen days of the date of issuance of the ... Request for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue.” S.C. Code §11-35-4210(1)(a). Clemson issued the solicitation on March 18, 2024, and the last day to protest the solicitation was April 2, 2024. Clemson issued the only amendment to the solicitation on April 1, 2024, and the last day to protest the amendment was April 16, 2024. The Procurement Code states that “a matter that could have been raised pursuant to subitem (a) as a

request is written as if the development and issuance of a request for proposal is a future event. The CPO granted Clemson’s request to conduct a future procurement on May 14, 2024.

² The SWD is Exhibit C-1.

³ Exhibit G includes the original summary calculations document with errors highlighted in yellow and a corrected document. Exhibit G also includes each evaluator’s evaluation sheets. .

protest of the solicitation may not be raised as a protest of the award or intended award of a contract.” S.C. Code §11-35-4210(1)(b). Therefore, the CPO lacks jurisdiction to consider any item of protest that is a protest of the solicitation. To the extent protest item 5 on page 12 of CTPG’s protest is a protest of the delivery schedule in the solicitation, it is untimely. Protest items 8.1.1 and 8.1.2 are protests of requirements of the solicitation and are untimely. Protest item 8.2 contains five bullet points, the first three of which are protests of solicitation. The first complains about the RFP response time, the second complains of a “very tight hardware delivery timeline, and the third complains of a “very short site visit.” While CTPG presents all items under Item 8 of its protest as evidence of Clemson “potentially working with eleven-x on the RFP requirement prior to RFP issuance,” these were all facts CTPG knew or should have known well within the time limit for protesting the solicitation. If CTPG believed the solicitation was unduly restrictive per Section 11-35-2730, it should have protested the solicitation.

In a couple of places, CTPG protests aspects of Pivot Parking’s proposal. In protest item 2.2, CTPG protests Pivot Parking’s sensors. In protest item 3.2, CTPG complains about the SOC2 report that Pivot Parking provided with its proposal. As an Actual offeror, CTPG may protest an intended or award or award. Clemson did not post a notice of intent to award to Pivot Parking. S.C. Code §11-35-4210(1)(b). Therefore, any protest regarding Pivot Parking fails to state a ground of protest for which relief can be granted.

The majority of the remainder of CTPG’s fifteen-page protest does not state a violation of the Procurement Code or the requirements of the solicitation but argues that based on CTPG’s analysis, CTPG should have been ranked higher and eleven-x lower. In essence, CTPG argues that based on its analysis its proposal is superior to eleven-x’s and every other offerors’.⁴ The South Carolina Procurement Review Panel has stated that arguments that an offeror’s proposal is superior to the others is fruitless and without merit since the determination of what is most

⁴ On the first page of its protest, CTPG states “With the above requirements in mind, we conducted the analysis of the information presented in bids by all bidders (made available by CU per our request) and the publicly available information on the subject of each bidder meeting this requirement set in the RFP.”

advantageous to the State can only be determined by the State. *Appeal by TRAVELSIGNS*, Panel Case No. 1995-8.

The Panel has stated numerous times that so long as the evaluators follow the requirements of the Procurement Code and the RFP, fairly consider all proposals, and are not actually biased, it will not re-evaluate proposals and will not substitute its judgment for the judgment of the evaluators. The Panel has stated that the burden of proof is on the appellants to demonstrate by a preponderance of the evidence that the determination made by the evaluators is clearly erroneous, arbitrary, capricious, or contrary to law. *Appeal by Transportation Management Services, Inc.*, Panel Case No. 2000-3.

CTPG first challenges eleven-x's experience stating:

Our analysis of the references provided by eleven-x and its partner PGS, as well as analysis of the publicly available data **appear to indicate** that eleven-x bid does not meet the RFP requirements as detailed above, and thus should be disqualified under the RFP's requirements:

- eleven-x **does not appear to have** any project of any material size where it has deployed THEIR surface-mount sensors in the outdoor environment.
- **We found evidence** that in at least two projects referenced by eleven-x (University of British Columbia (UBC) and Stratford, Ontario, eleven-x deployed 3rd-party surface-mount and in-ground sensors manufactured by PNI Corp, not eleven-x's product. This deployment **also appears** to be an indoor/garage deployment, not outdoor project. **If confirmed**, taken together, these findings would disqualify the UBC University reference as per the RFP's requirements, leaving eleven-x only with one (1) University reference (University of Milwaukee).
- **We also found very limited evidence** of similar scale deployments of the eleven-x's eXactnav Mobile App, only a total of 11 sensors available on the App. Provided a Mobile App is an integral and key element of the solution sought by CU, lack of evidence provided by eleven-x in regard to the referenced projects using their Mobile App raises a serious concern about eleven-x qualifications under the RFP requirements.
- Project references provided by eleven-x's consortium partner PGS, including the University projects, involve multi-space meters, wired camera and wired ultrasonic types of products manufactured by 3rd parties, not PGS, in indoor deployments. Taken together, these references should not be considered applicable to meeting the qualification requirements based on (i) the nature

of the product (not wireless per-space sensors), (ii) type of deployment (garages vs. outdoor) and (iii) the fact that these products are not manufactured by one of the members of the eleven-X's bid consortium.

Taken together, **we believe** that the relative ranking of the Bidders on the Experience/Qualifications/References evaluation parameter by CU is not representative and need to be revised, based on the information provided, and, potentially, on additional Due Diligence by CU.

[emphasis supplied]

CTPG does not outright claim that eleven-x is not qualified but uses phrases such as “appear to indicate,” “also appears,” and “limited evidence.” Moreover, CTPG does not present hard evidence that eleven-x does not meet the qualification requirements of the solicitation but asks the CPO to make his own investigation to confirm whether or not eleven-x is qualified. On the other hand, Clemson's response contradicts the assumptions of CTPG. [Exhibit I] This item of protest is denied.

CTPG next challenges eleven-x's claims of 99.7% accuracy for its sensors. The background description in the solicitation states:

The parking space sensor app to be integrated with the TigersCommute application needs to be available for download on Android and Apple platforms, must allow a student, faculty, staff, or visitor to call up any space type across 3 campus and view the number of available parking spaces at that moment with a **minimum of 99.7% accuracy**.

[SWD, p. 3, emphasis supplied]

The Scope of Work also requires the system to “[d]etect vehicle occupancy with 99.7% accuracy,” and a Service Level Agreement with credits for failure to meet this requirement. [Id., p. 8] To this point this requirement is a contract performance requirement, not an evaluation criterion.

In Part IV of the SWD, which is mislabeled Terms and Conditions – Special,⁵ the solicitation sets forth evaluation factors. This Part states:

4. *Equipment Specifications - Performance Area*

The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- The system should be capable of accurately reporting the number of available spaces in each lot with a minimum of 99.7% accuracy rate.⁶

[SWD, p. 19]

The CPO could not find a requirement in the SWD for offerors to include documentation with their proposals proving their systems met a minimum 99.7 % accuracy rate.

In its proposal, eleven-x included two statements regarding its systems ability to meet a minimum 99.7 % accuracy rate. The first stated:

Traits of the Award Winning, Patented eleven-x SPS-X:

- ❖ Multiple sensing technologies combine to achieve a much greater accuracy than any other sensor available, providing >99% accuracy in detecting vehicles under normal operating conditions. Recently achieving 99.7% accuracy in Arlington VA.

The Second stated:

Eleven-x fully anticipates that we will meet all performance targets in the Clemson installation. In our current deployments all our sensors are tracking to their expected battery life for their conditions. All field audits have resulted in meeting our 99.7% accuracy targets in both parking lots and on-street environments. Many of our other

⁵ This Part does not contain any clauses that would be considered terms and conditions but instead includes information how Clemson will evaluate proposals.

⁶ In the SWD there are numerous items for which “Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet” the stated criteria. The documentation does not reflect how Clemson handled this. When asked, Clemson stated that these criteria were incorporated in the three criteria of 1) Experience/Qualifications/References of past performance with projects of similar scope, 2) Project Plan and Software Capabilities and System Maintenance, and 3) Options and Security and Alarm Features and were evaluated by the evaluation committee as such. This does not seem to be consistent with the approach set out in the SWD. However, the inclusion of two sets of evaluation criteria without more clarification on how it will be handled than is provided in the SWD does confuse the matter.

deployments have cold weather and deal with snow and other challenges so we expect the Clemson deployment to outperform them.

Apparently, these representations without more were sufficient for Clemson to consider eleven-x's proposal to be advantageous regarding this requirement.

CTPG argues that Clemson should have evaluated eleven-x's solution as non-advantageous for not having a 99.7% accuracy based on eleven-x's website "showing only a 99.5% accuracy" at the time Clemson received proposals.⁷ [Exhibit J] As a matter of logic, 99.7% accuracy is inclusive of 99.5% accuracy, so both statements could be correct and the statement on eleven-x's website is not evidence that its statements in its proposal are erroneous.

In its challenge of eleven-x's claim of 99.7% accuracy, CTPG also argues that Clemson should not have considered eleven-x's claim of 99.7% accuracy based on eleven-x's observations on a recent project at Arlington, VA because the Arlington project was a dissimilar project, *i.e.*, Arlington had inground sensors rather than surface-mount.⁸ CTPG's argument, both here and with respect to eleven-x's website, ignores eleven-x's statement that "[a]ll field audits have resulted in meeting our 99.7% accuracy targets in both parking lots and on-street environments." In any event, CTPG has failed to show upon the preponderance of the evidence that Clemson's reliance on eleven-x's statements in its proposal was erroneous, arbitrary, capricious, or contrary to law or even to present any evidence that eleven-x's claims in its proposal were erroneous. This item of protest is denied.

CTPG next challenges Clemson's advantageous evaluation of eleven-x's proposal based on the thickness of eleven-x's sensor versus its own. However, the solicitation does not include any performance requirement or evaluation criteria regarding the thickness of the sensor. This item of protest is denied.

⁷ Eleven-x's exact statement on its Website is "99.5% pinpoint accuracy in all environments." As a matter of logic, 99.7% accuracy is inclusive of 99.5% accuracy, so both statements could be correct.

⁸ Based on Clemson's protest response, it appears the Arlington project was indeed largely an inground sensor project with some surface mount sensors.

CTPG next challenges Clemson's advantageous evaluation of eleven-x's proposal based on eleven-x's failure to include "their most recent SOC2 report" with their proposal.⁹

Part II of the SWD, Instructions to Offerors, includes information for offerors to submit. This Part states:

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

1. Technical Proposal

E. Additional Documents

Bidders are required to submit in addition to any other requested information the following documents; their **most recent SOC2 report** and a copy of their most recent ACR report based upon a VPAT 2.1

[SWD, pp. 5 & 6][emphasis supplied]

In its response to this requirement, eleven-x stated:

eleven-x is in process of getting our first SOC2 report, so we have submitted a Confirmation Letter from our Auditor, Sentry Assurance, stating that we have engaged them and are preparing for our Audit in May. The May Audit will result in the type 1 report. Once we have that we will start planning our second Audit for the type 2 report. We will do annual SOC2 reporting thereafter and will therefore be compliant with that requirement.

We have developed all the required process documents for SOC2 and are completing the evidence gathering. We have many of the process controls already in place including, Backup strategies, Incident response plan, Business Continuity among others.

Our system does not store any personal, private, or confidential data as only parking events are captured. We do not connect to the Clemson University IT systems. We run our system in AWS and inherit all the physical and virtual security inherent in AWS. As a result, overall, our system presents a very low risk to Clemson University.

⁹ SOC stands for System Organization Controls. SOC2 is a creature of the American Institute of Certified Public Accountants (AICPA) and is intended to help organizations verify their security and reduce the risk of a security breach. A SOC2 report is a certified public accountant's representation that an organization meets the AICPA's SOC2 standards. See *Wikipedia*.

Clemson was satisfied with this response, treated eleven-x's failure to include an SOC2 report as a minor informality, and waived the requirement.¹⁰

The Procurement Code states:

A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids **having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders.** The procurement officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the State. Such communication or determination shall be in writing.

S.C. Code Ann. §11-35-1520(13) [emphasis supplied]

It does not appear that the requirement to submit a current SOC2 report was trivial. First, Clemson required it for purposes of evaluating offers. Moreover, in the SWD, Clemson treats the SOC2 as a performance obligation:

CU requires an Annual review of SOC1 (SSAE16), SOC2 reports for all vendor-hosted solutions.

[SWD, p. 29]

The offeror must provide an annual review of the offeror's disaster recovery plan or a SOC2 report. The SOC2 report should indicate annual disaster recovery tests proving a Recovery Time Objective (RTO) and Recovery Point Objective (RPO) that is acceptable to the purchaser's business requirements in the event of an event at the vendor site that will impact CU's ability to do business.

[SWD, p. 33]

Both clauses are a part of the vendors data security and disaster recovery obligations and verifying the effectiveness of the vendors compliance with those obligations. *See National*

¹⁰ After submitting its protest response to the CPO, Clemson advised the CPO via email that it had waived the requirement. Clemson did not provide the CPO with a copy of its written determination, if any, of the decision to waive this requirement.

Energy Resources, Inc., B-206275 (Comp. Gen. 1983) (noting information requested to determine compliance with requirements is a matter of responsiveness).

The state may only evaluate and rank responsive offerors. Eleven-x's failure to provide an SOC2 with its offer rendered eleven-x's proposal nonresponsive. Clemson did not conduct discussions to allow eleven-x to cure this defect before evaluation and under the terms of the solicitation could not conduct such discussions.¹¹ Moreover, even if discussions were possible, eleven-x's proposal makes it clear that eleven-x does not have one. This item of protest is granted.

CTPG next takes issue with the fact some of the 'Evaluation/Scoring forms reviewed contained comments [about CTPG] by some evaluators about undue "complexity of the deal structure, too many parties involved".' CTPG argues that its deal structure was less complicated than eleven-x's. This is a decision clearly within the discretion of the evaluation committee member and not one for which the CPO will substitute his own opinion even if he agreed with the protestant. CTPG offers nothing to prove that the opinion of the evaluators in this regard is clearly erroneous, arbitrary, capricious, or contrary to law other than its own opinion. This item of protest is denied.

CTPG next questions the reference check process in light of its protest of eleven-x's qualifications and asks for additional due diligence. CTPG also questions whether Clemson even considered appropriate references. The evaluator comments, though very limited in mentioning references, do suggest that the evaluator's considered references and those considerations were not limited in scope. [Exhibit G] For example, Evaluator 1 comments that four of the five evaluated offerors, including CTPG supplied "appropriate references." Evaluator 2 identifies recent references in its comments for one offeror. This item of protest is denied.

CTPG next protests Clemson's pricing evaluation. Those item of protest shows a misunderstanding of the proposal evaluation process versus the information published on the

¹¹ Later in this decision, the CPO quotes Clemson's Discussions Clause that was a part of this solicitation. Clemson's clause is a very narrow clause only allowing clarifications.

Intent to Award. The summary evaluation score sheet shows the pricing evaluated by Clemson as a part of the ranking of proposals. [Exhibit G] For eleven-x, this was a five-year price of \$5,659,506. The highest score available for pricing was 25, which is the point total assigned to the lowest bidder. The scores for all other bidders were prorated using the following formula:

$$\text{Lowest 5-Yr Price/Bidders Price} \times 25$$

In this case, the lowest price was \$2,054,893. Therefore, eleven-x's price score was equal to $\$2,054,893/\$5,659,506 \times 25$ or 9.08. CTPG, with a price of \$5,885,389 received a price score of 8.73.¹² Eleven-x and CTPG received the two lowest price scores. For eleven-x however, its technical score was so high that when combined with its price score, eleven-x was still the highest ranked offeror.¹³

CTPG's complaint focuses on the "evaluated amount" appearing on the Intent to Award. This amount is \$3,321,773.71. Despite the name, the record reflects that in this case this amount was not the amount Clemson used when evaluating and ranking proposals. Per Section 11-35-1530(8), Clemson engaged in negotiations with eleven-x, the highest ranked offeror. These negotiations resulted in a Record of Negotiation memorializing equipment and service quantities and a negotiated price of \$3,321,773.71. This is the "evaluated amount" appearing on the Intent to Award.¹⁴ This item of protest is denied.

¹² Clemson calculated this number from CTPG's financial proposal which had a price of \$3,372,946.69 for "Full 1X Installation Surface Mount Option #1." Included in this price were three price items that were annual costs and totaled \$628,110.48 per year. Clemson took CTPG's costs of \$3,372,946.69 which included one year of the annual costs and added four additional years of annual cost - $\$3,372,946.69 + (4 \times \$628,110.48) = \$5,885,388.61$. However, even if \$3,372,946.69 as the amount in its ranking evaluation of CTPG, eleven-x would still be the highest ranked offeror.

¹³ Eleven-x's technical score was so high vis-à-vis its competitors that it does not matter how high its price was, it would still be the highest ranked offeror.

¹⁴ When it comes to the Intent to Award, the "Estimated Contract Amount" and the Evaluated Amount" seem to be switched. Per Clemson, the "Evaluated Amount" is supposed to be the amount used for evaluating price proposals for purposes of ranking proposals and the "Estimated Contract Amount" is the total potential value of the contract. If in fact the total potential value of this contract is over \$5 million, Clemson exceeded even its defective delegated authority. See footnote 1.

CTPG next complains that Clemson should have sought clarification regarding CTPG's proposal. In the case of competitive sealed proposals, allows discussions including clarifications as provided in the solicitation. S.C. Code Ann. §11-35-1530(6). Clemson's solicitation includes a document titled "Clemson University Standard Bidding Terms and Conditions." This document includes the following clause allowing clarifications:

DISCUSSIONS WITH SUPPLIERS: Unless the procurement is a competitive sealed bid or competitive fixed price bidding, after opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and **only for the purpose of clarification to assure your full understanding of the solicitation's requirements.** If a Best Value Bid, the procurement officer may ask a responsive supplier to clarify an ambiguity in its bid, but no material modification of the bid may be made.


[Exhibit C-2][emphasis supplied]

The Procurement Officer is not required to engage in discussion but, if he does so, he must treat all offerors whose proposals are determined to be acceptable or potentially acceptable equally. Reg. 19-445.2095(I). Clemson choose not to engage in discussions with any offeror.

Respecting clarifications, CTPG first complains that Clemson should have clarified it's proposed delivery schedule stating:

If CU preferred a faster delivery of the sensors vs. CPTG delivering the fully customized version of the Nwave sensors, and made CTPG aware of such preference, CPTG would have been able to deliver the partially customized sensor modification of the sensor (with orange ring but w/o "paw" customization) in the original timeline requested by CU. Unfortunately, following the submission of the bid proposal, and until the bid award was announced, CTPG received no such clarification or request from CU.

However, CTPG's technical proposal contains a statement in a table of exceptions which is very clear and not a suspected mistake or uncertainty needing clarification.

TABLE OF EXCEPTIONS	
	CLEMSON UNIVERSITY RFP #184054500 SINGLE SPACE PARKING OCCUPANCY SENSORS

Exception	Explanation	Page/Section Details	Outcome
Delivering, installing and commissioning 5,647 sensors by August 9, 2024	While CTPG and our partners will make every effort to meet this aggressive implementation timeline there is a chance that we cannot completely meet this goal with all 5,647 sensors due to the level of sensor customization outlined in this proposal. We would estimate approximately 3,000 to 3,500 commissioned by August 9, 2024. This also assumes that CTPG has full access to lots closed to the public at time of installation and prompt award of contract/down payment.	Page 14, System Implementation, Proposed Delivery/Installation Schedule, Phase 1	CTPG and our partners feel confident that we can meet this goal if given until September 30, 2024

Moreover, in its statement of complaint, CTPG is not really arguing that Clemson should have clarified CTPG unclear proposal, but that Clemson should have given CTPG an opportunity to modify its proposal to make it more attractive. This is not the purpose of clarifications. This item of protest is denied.

CTPG’s next complaint regarding clarifications is based on “evaluators’ comments on overstay detection and alarm functionality of JAPA’s software solution.” CTPG states:

While such functionality is offered by JAPA’s solution, as presented in the bid documents, some evaluators’ comments point at absence of such functionality in the CTPG proposal, while highlighting the value of such functionality in the eleven-x’ proposal.

JAPA's solution was a part of CTPG's proposal. The CPO could not find where an evaluator commented at all with respect to CTPG's proposal regarding overstay detection. However, evaluator 2 did comment on eleven-x's proposal stating:

Optional Features

Parking Enforcement – overstay alarms by specific space type or locations

Moreover, eleven-x's proposal discusses this optional feature in Part 5.1 pages 37 - 41 of its proposal. By contrast, the CPO could find only one statement in CTPG's proposal addressing overstay detection:

Reports Available:

- EV Charging Violation Status: Monitors electric vehicle charging spaces for overstay violations to ensure turnover and access for EV drivers.

CTPG argues that Clemson should have contacted it to clarify the available features in the JAPA solution for overstay detection. In short, CTPG argues that once Clemson knew what other offerors were proposing, it should have given CTPG an opportunity to enhance its own proposal to meet or exceed its competitors proposals. Again, this is not the purpose of clarifications.

With the respect to the overstay detection, the CPO notes that this was an optional feature. The total score available for optional features was 5 points. CTPG received 2.67 points and eleven-x 3.67 points.¹⁵ However, had CTPG received the full 5 points and eleven-x one, eleven-x would still be the highest ranked offeror.

For the forgoing reasons, this item of protest is denied.

Lastly, CTPG complains of '[m]ultiple reports of CU evaluation committee members, prior and during the site visit, making statements to the effect that "we have done our research, we know what we want".' CTPG's offers this statement supported by its complaints about the "RFP

¹⁵ There is a discrepancy between the summary score sheet and the evaluators' score sheets respecting eleven-x. All three evaluators gave eleven-x a score of 5 points but the summary score sheet shows evaluator 2 giving eleven-x a score of 1 resulting in a summary score of 3.67.

process” as evidence of Clemson seeking to control the outcome of the award. Put in another way, CTPG would have the CPO interpret this statement as “we have done our research and we already know we want eleven-x and no one else.” If Clemson evaluators had actually made such a statement, and CTPG provided firsthand testimony of such,¹⁶ CTPG would have a valid complaint, but the actual statement quoted by CTPG is capable of other interpretations which have no nefarious purpose and are more likely such as “we have done our research and we know what capabilities we want.” The Procurement Code requires agencies to do market research and determine the salient features that it is seeking in the preparation of a solicitation. Clemson’s statement could simply be a statement that “we have done this.” In short, this complaint fails to state a claim. As to the interplay with the “RFP process,” CTPG had the opportunity to protest that the solicitation was unduly restrictive per Section 11-35-2730 but failed to do so. This item of protest is denied.

DECISION

For the reasons stated above, the CPO grants CTPG’s protest in part and remands this Procurement back to the Clemson to proceed in accordance with the requirements of the Procurement Code.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

¹⁶ The wording of CTPG’s complaint is in the form of hearsay rather than from someone who actually heard the alleged statements. Absent a valid exception, hearsay is not acceptable evidence.

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW
Protest Appeal Notice (Revised July 2024)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2024 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C CTPGs, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

Bid 184054500 – Carolina Time – Grounds for Protest Document

Table of Contents

1 EXPERIENCE1

2 SENSORS6

3 SOC2 REQUIREMENT.....10

4 STRUCTURE OF THE DEAL 11

5 DELIVERY SCHEDULE.....12

6 REFERENCES CHECKED.....12

7 5-YEAR COST COMPARISON.....13

**8 BID PROCESS. – ENTIRE SECTION IS FOR INTERNAL CONSIDERATION ONLY AT THIS TIME.
13**

1 Experience

As per the RFP requirements, “References”, p. 16: “Vendor will provide references and contact information for a minimum seven (7) jurisdictions of which at least two (2) are College or University jurisdictions preferably of similar size to Clemson University (CU) who have had their product on or off street for at least one (1) year. This requirement makes strong sense, as only reference to past projects of similar nature and scope can give CU confidence in the accuracy and reliability of the proposed solution and the technical and organizational capabilities to carry out the installation of the project. The RFP requirement goes even further than the general requirement for a similar project experience and includes several specific requirements to make sure that a successful bidder has specific experience to successfully address the CU envisioned project, which is a massive (10k+ sensors) of wireless surface-mount parking sensors deployed in the outdoor environment:

- A minimum of seven (7) projects and at a minimum of specifically two (2) College or University projects of similar size, and
- Bidder has deployed THEIR product (understood to be a product manufactured/produced by the bidder or member of the bidder’s consortium) on this project for at least one (1) year, and
- The product is deployed ON street (outdoor) or OFF-STREET (which in parking industry language typically means outdoor parking lots, differentiating these from covered/garage spaces), thus looking for outdoor-deployed projects.

With the above requirements in mind, we conducted the analysis of the information presented in bids by all bidders (made available by CU per our request) and the publicly available information on the subject of each bidder meeting this requirement set in the RFP.

In regard to eleven-x's bid, we should note that, unlike other bids, eleven-x provided very little information on the specifics of each project such as number of sensors, in-ground vs surface-mount deployment, the exact sensor model deployed, and deployment of Mobile App, despite the RFP's requirement to provide specific project information, thus we had to leverage public sources to assist us with this analysis.

Our analysis of the references provided by eleven-x and its partner PGS, as well as analysis of the publicly available data appear to indicate that eleven-x bid does not meet the RFP requirements as detailed above, and thus should be disqualified under the RFP's requirements:

- eleven-x does not appear to have any project of any material size where it has deployed THEIR surface-mount sensors in the outdoor environment.
- We found evidence that in at least two projects referenced by eleven-x (University of British Columbia (UBC) and Stratford, Ontario, eleven-x deployed 3rd-party surface-mount and in-ground sensors manufactured by PNI Corp, not eleven-x's product. This deployment also appears to be an indoor/garage deployment, not outdoor project. If confirmed, taken together, these findings would disqualify the UBC University reference as per the RFP's requirements, leaving eleven-x only with one (1) University reference (University of Milwaukee).
- We also found very limited evidence of similar scale deployments of the eleven-x's eXactnav Mobile App, only a total of 11 sensors available on the App. Provided a Mobile App is an integral and key element of the solution sought by CU, lack of evidence provided by eleven-x in regard to the referenced projects using their Mobile App raises a serious concern about eleven-x qualifications under the RFP requirements.
- Project references provided by eleven-x's consortium partner PGS, including the University projects, involve multi-space meters, wired camera and wired ultrasonic types of products manufactured by 3rd parties, not PGS, in indoor deployments. Taken together, these references should not be considered applicable to meeting the qualification requirements based on (i) the nature of the product (not wireless per-space sensors), (ii) type of deployment (garages vs. outdoor) and (iii) the fact that these products are not manufactured by one of the members of the eleven-X's bid consortium.

We also believe that Pivot Parking bid is not meeting the RFP's requirements based on the number, size and type of deployments worldwide and especially in the US.

At the same time, CTPG bid includes multiple sizeable deployments of Nwave surface mount sensors in the outdoor environment and JAPA's Mobile App (over 12 projects), including multiple (seven) large-scaled Universities in the US.

Taken together, we believe that the relative ranking of the Bidders on the Experience/Qualifications/References evaluation parameter by CU is not representative and need to be revised, based on the information provided, and, potentially, on additional Due Diligence by CU.

1.1 eleven-x Bid - Experience

1.1.1 Experience – eleven X

Nature of references.

- Most of the projects deployed by eleven-x in general and in the references provided are in-ground sensors, not surface-mount that are to be deployed at CU.
- Generally, in-ground and surface-mount sensors are both designed and deployed differently, subject to significantly different types of external factors. eleven-x's in-ground sensors are deployed fully into the ground by drilling the hole in the pavement, and then protected by a layer of epoxy on top of the hole. Such deployment method fully protects the sensor from most environmental factors such as rain, snow and most of the pressure applied by vehicles driving over the sensors.
- Surface-mount sensors, on the other hand, are exposed to harsh environments, including rain, standing water and snow, while at the same time experiencing significant pressure from the vehicles driving over the sensors.
- Thus, we strongly believe that the project references provided by eleven-x for the in-ground mount sensors project are not very relevant to the surface-mount sensors they plan to deploy at CU – both in terms of performance and reliability.
- eleven-x is claiming 1%/year expected sensor failures, basing this claim is based on their in-ground sensor projects and experience – not surface-mount sensors, as, to our knowledge, eleven-x has very little, if any, outdoor deployments of their surface-mount sensors.
- In-ground and surface-mount sensors can also have different performance criteria related to accuracy and battery life – due to differences in the sensors themselves and different nature of deployment. The 99.7% accuracy claimed by eleven-x based on their “project experience”, and in particular Arlington, VA deployment (which is in-ground sensor deployment) may also not be representative of their surface-mount sensor to be deployed for CU
- Thus, we believe that eleven-x have not only not provided any relevant project reference (with outdoor surface-mount sensors), they also generally lack experience and track record of outdoor deployment of surface-mount.

University References.

eleven-x is providing two University Project References – University of British Columbia and, CA, and University of Wisconsin, Milwaukee.

University of British Columbia (UBC)

- Information presented by eleven-x in the Bid documents, as well as their official case study web page (<https://eleven-x.com/assets/Uploads/UBC-Smart-Parking-Case-Study.pdf>), create an impression that this is a complete project by eleven-x, including eleven-x sensors, while not specifying neither the type of sensor used, nor the nature of the deployment (indoor vs. outdoor).

- Analysis of the UBC’s parking map webpage (<https://parking.ubc.ca/map>) reveals that sensors appear to be deployed only in several garage structures, not outdoors – as you can see occupancy data only in the garages/”parkades”, not for the surface lots.
- This observation is further corroborated by the video available on YouTube (https://www.youtube.com/watch?v=WWCTwFg9deM&ab_channel=eleven-x), a link to which is also provided in eleven-x’s bid documents. While discussing that the UBC has a mix of both outdoor and indoor spaces to manage, only in-door/garage deployment footage is shown.
- The video also shows the sensors deployed (please see the video at 1:06 and 1:10 min), which seems to be a combination of in-ground sensors. However, a more detailed look at the sensors shown reveals that these sensors do not look like eleven-x’s sensors – flush mount sensor is not fully buried, and surface-mount sensors have a different profile and look from Eleven-X’s sensors. Further analysis of these images reveals a striking similarity between the sensors deployed and the sensors manufactured by PNI Corp (<https://placepod.com/>). In fact, PNI Corp is listing the University of British Columbia as one of their deployment projects (<https://placepod.com/#university-of-bc>), thus very little doubt remains that these PNI sensors are in fact deployed at the UBC.
- Thus, not only this project is indoor project vs. outdoor environment for CU’s deployment, eleven-x, if confirmed, uses 3rd-party sensors instead of eleven-x’s, which not only makes it even less relevant, but also appears to indicate eleven-x misrepresenting the nature of this project - in the Bid documents and on their official web site.

University of Wisconsin, Milwaukee.

- In multiple public announcements dated Q3 2022, eleven-x announced that “eleven-x will install more than 1,200 units of its award-winning SPS-X sensor across the various parking structures and street spaces on campus”. The nature of the sensors to be deployed (in-ground or surface-mount) is not specified, and we could not clarify it using the publicly available sources.
- Being a combination of outdoor and indoor parking spaces, we find it very likely that the outdoor spaces are equipped with eleven-x in-ground sensors, while the type of sensors used indoor (most likely surface-mount) remains unclear, especially considering the observations from the UBC project.
- While the project appears to be installed and online (<https://uwm.exactpark.com/>), the University’s web site presents only total availability data for each parking facility, so it is not clear whether a detail per-space availability functionality is available (as required by the CU RFP). The project does not appear to include any real-time data signage. It is also not clear whether a Mobile App is available.
- We have not contacted the reference provided in the eleven-x’s reference list to clarify these questions, so we bring these concerns regarding the type of sensors used and the composition of the solution provided to the attention of CU, counting on CU having done their due diligence in regard to applicability of this reference to the planned CU deployment.

Other Project References

City of Arlington, VA

- Among other noticeable references, eleven-x lists Arlington, VA, project, with over 4,000 sensors deployed. In fact, 99.7% accuracy claims for their sensors are based specifically on this project, as per their response.
<https://www.arlingtonva.us/Government/Programs/Transportation/Parking/Performance-Parking-Pilot>
- Again, this project deploys in-ground eleven-x sensors, which, as described above, would be not a very appropriate reference project – as for the performance, reliability and projected failure rates for the surface-mount sensor modification to be deployed by CU.
- Further, though sensors appear to be deployed and historical average occupancy data is available on a per-lot basis on the City’s website, a download and review of the eXactnav Mobile App, as advertised on the same page under “Parking Tools” (<https://eleven-x.com/exactnav/>) shows only a total of 11 spaces available on the App, vs. 4,000+ sensors installed. With the project now about a year old, absence of the sensor data on the Mobile App could indicate, in our view, that the eXactnav App for the City of Arlington, VA, has still not been fully delivered to the city by eleven-x.

City of Stratford, Ontario

- As per the eleven-x own bid submission, these are “devices embedded into the asphalt”, so in-ground sensors, not surface-mount sensors.
- Per the PNI Corp’s website (<https://placepod.com/#stratford-ontario>), sensors deployed by eleven-x in this project appear to be PNI sensors, not eleven-x’s.

1.1.2 Experience - PGS

- All project references provided by PGS in the bid documents, including the University projects, involve deployment of multi-space meters, wired camera and wired ultrasonic “products”, in indoor/garage environments.
- Products deployed in these are not manufactured by PGS or its subsidiary, but rather are 3rd-party products, such as INDECT wired ultra-sonic product.
- Though these references do demonstrate a high level of the overall technology and project management capabilities of PGS, in our view, these references have limited relevance to the nature of CU’s planned outdoor wireless sensor-based project.

The importance of credible track record of successful deployment of eleven-x’s surface-mount sensors cannot be overestimated, in our view. Though all bidders provide a 5-year warranty on the hardware, and CU sets strict targets for the overall system’s accuracy, there are two important factors to consider. First, from the time the sensors failed, till the time they are replaced, no information would be available about these specific parking spaces both for the CU and the drivers, reducing overall utility of the system, even if eleven-x is penalized financially for it via SLA credits. If it happens in-masse, a significant portion of the controlled spaces may not report data continuously.

Additionally, if failures are significant, and eleven-x is forced to replace a large number of the failed sensors, as well as to provide compensation for the SLA violations, such massive warranty replacements and expenses could be contractually overwhelming.

1.2 Pivot Parking (PP) Bid – Experience

We also believe that Pivot Parking (PP) ranking on this Experience/Qualifications/References parameter should be significantly lower than currently evaluated, at least relatively speaking to the CTPG's ranking (see below more on the CTPG bid considerations).

- PP provided 3 University references: College of Charleston, SC (647 spaces – indoor), Mayo Clinic, Abu Dhabi (1,363 outdoor spaces), Comenius University, Bratislava (610 outdoor spaces) as well as a small number of US-based municipal projects. (Mayo Clinic, Abu Dhabi, appearing to be a medical facility, not University (<https://www.mayoclinic.org/>)).
- The above references show very little relevant University experience, especially in the USA – only one project with indoor deployment. Overall, the company has only 4 projects world-wide with projects > 1,000 sensors, the remaining reference seem to be relatively small, 300-500 sensor deployment.

1.3 CTPG Bid - Experience

CTPG bid offered a strong list of very relevant reference projects by the members of the bid consortium. It included a list of over 12 project references by JAPA, including 7 Universities, with most of these deployments being outdoor deployments of Nwave's surface-mount sensors.

As per the information provided in the bid documents, with over 12,000 sensors installed to date, over 8 years of expertise in operating fully connected and integrated end-to-end Smart Parking Systems, at least seven (7) University project, and multiple large deployments of its Mobile App, JAPA is uniquely qualified to address the challenges of this large deployment at the CU.

As local, SC-registered consortium lead, CPTG brings a wealth of the regional and SC-specific experience. With a Greenville, SC, office location, CPTG is uniquely positioned to provide timely and professional support to this project. Having deployed Nwave surface-mount sensors on at least one project in SC, CPTG also brings to the table its own experience of installing and supporting Nwave wireless sensor-based solution.

Taken together, we strongly believe that CPTG brings the highest level of the relevant qualification and experience among the reviewed bidders to the table and should be ranked the highest on this evaluation criteria, especially considering the potential grounds for disqualifying the eleven-x' and Pivot Parking's bids as presented earlier.

2 Sensors

2.1 eleven-x Sensors

2.1.1 eleven-x Sensors - Accuracy

- eleven-x claims 99.7% accuracy in their bid response document based on “observations on recent project in Arlington, VA”, while their official website was showing at the time of the bid and is still showing only 99.5% accuracy for the eleven-x sensors.
- This raises a question whether “observations” on a single project or the eleven-x official web site and datasheets should be used as a reference for evaluating eleven-x’s sensor vs. 99.7% accuracy threshold set by CU in the RFP requirements.
- Further, As discussed above, Arlington, VA, project is an in-ground sensor deployment project. Which means that even if observed 99.7% accuracy in this project is true, and the core detection principles in both in-ground and surface-mount sensors are equivalent, this “observed” accuracy should automatically carry out from the performance of the eleven-x’s in-ground sensors to the expected performance of their surface-mount sensors – due to the different nature of the deployment and various environmental factors.
- Strictly speaking, since no alternative or practical “observations” are presented by eleven-x as related directly to the performance of their surface-mount sensors, a logical step would be to take the official accuracy of 99.5% for these sensors as the benchmark to compare. If this is the case, then eleven-x surface-mount sensors would meet the 99.7% threshold accuracy target set by CU and should be disqualified based on the accuracy criteria.

2.1.2 eleven-x Sensors – Thickness

- As per the documents presented in the Bid, eleven-x’s surface mount sensors are 46mm (1.81”) thick.



- With almost 2” thickness and near-vertical step feature, these sensors present a substantial tripping hazard for pedestrians and bicycles, as per generally accepted health and safety standards. Massive

deployments of these sensors on CU Campus would undoubtedly present a tripping risk for pedestrians as well as a significant obstruction for bicycles, motorcycles and even regular vehicles.

- If information of eleven-x deploying PNI surface-mount sensors (which are thinner) instead of their own sensors proves correct, this would only underscore this concern – with eleven-x (or its customers) choosing not to deploy such thick eleven-x sensor, likely due to similar concerns, but rather installing a thinner 3rd-party sensor.
- With the above in mind, and combined with other points made herein, we find it difficult to understand the decision by CU to choose these sensors for massive deployment and to rank the eleven-x solution as the highest on the product/solution basis among all bidders.

2.1.3 Eleven X Sensors - New thinner surface-mount sensor modification

- eleven-x website features a brand-new (launched in c, March 2024), thinner (25mm/0.9”1”) surface-mount sensor, replacing the old 46mm-thick product (<https://www2.eleven-x.com/Parking-Sensor>).



- This fact raises a possibility that, with the understanding that the excessive thickness concerns as related to their original surface-mount sensor featured in the Bid, eleven-x may have plans to offer these new thinner sensors as an alternative/upgrade option for actual deployment at CU instead of the 46mm-thick sensor specified in the Bid.
- If this is to be the case, then this would only further increase the risks related to CU in-mass deployment of a brand-new, unproven product.
- While these sensors share mostly the same electronics and detection methods as the original eleven-x surface-mount sensors, the new sensors feature a completely new sensor enclosure/body, without any reliability track of any material size and duration.
- Even though being overall substantially thinner than the original surface-mount sensor, still at almost 1” thick and near-vertical step factor, this sensor could still be considered a tripping hazard and still result in a material tripping risk.
- A small, but still relevant point – the enclosure of this new surface-mount sensor appears to be designed as a single body (i.e. single color), not allowing the sensor’s outer perimeter to be made in the Clemson Orange, as required by the RFP.

2.2 Pivot Parking (PP) Bid - Sensors

- PP provided FCC-certification only for the electronic module, not for the final sensor product as required by the FCC regulations. Absence of FCC certification is grounds for disqualifying the PP product.
- The PP's sensor's data sheet specifies up to 10.8 Ah battery capacity (with extra battery pack). Even if such an extra battery pack is provided in the bid (no info found on this), this would still be less than the 18 Ah requirement set in the RFP, formally disqualifying this sensor and the PP's bid.

2.3 CPTG Bid – Sensors

- CPTG featured Nwave Technologies Inc's market-leading surface-mount and in-ground/flush-mount sensors.
- With only 20mm (3/4") thickness and multiple detection sensors (4 different sensors vs 2 for eleven-x), Nwave sensors feature the highest performance specs available for a wireless parking sensor on the market, meeting or significantly exceeding all RFP criteria:
 - 99.9% detection accuracy (vs. 99.7% RFP requirement and 99.5% as reported on eleven-x's official website,
 - 5-7 sec detection time vs. c. 30 sec for competitive sensor products.
 - 10-year battery life
 - 18,500 mAh battery capacity (at 1.8V)
- Nwave sensors feature a uniform circular design, with a very gradual ramp buildup, which, combined with only 3/4" height essentially eliminates a tripping and slipping risk.



- Delivering accurate and reliable performance of surface mount sensors in an outdoor environment is a challenging task, due the multiple factors discussed above, and, as with any complex product, it typically takes years of development and field testing to arrive at a reliable surface-mount sensor for outdoor environments. This is the path travelled by Nwave Technologies, whose surface-mount sensors form the foundation of the bid proposal by Carolina Time. Nwave's surface-mount sensors have been deployed in hundreds of outdoor projects in the US and worldwide, with some projects featuring a proven track record of 5+ years.
- Nwave has more than 25,000+ surface mount sensors deployed worldwide, with more than 12,000+ of them in the USA and, together with JAPA, c. 5,000+ specifically deployed at more than ten Universities in the USA, vast majority being deployment in the outdoor environment – projects are very similar in nature to what is envisioned by the CU deployment. To the best of our knowledge, Nwave has the largest number of surface-mount sensors deployed in the USA, and, potentially, worldwide.
- To celebrate CU's vibrant culture, and offer a truly unique experience, Nwave has developed and offered in this RFP a fully customized version of its parking sensor (both surface-mount and in-ground versions) – with the Clemson Orange rim and the CU's "paw" replacing a standard Nwave

logo on the sensor's body (see below) – a unique differentiation from all other sensors featured by the bidders.



3 SOC2 Requirement

As per the RPF's Scope of Work, II, 1. E., "Bidders are required to submit in addition to any other requested information the following documents: their most recent SOC2 report and a copy of their most recent ACR report based upon a VPAT 2.1".

3.1 SOC2 – eleven-x Bid

- Based on the information provided by eleven-x, and later confirmed by CU, eleven-x is reportedly "working towards obtaining SOC2 certification", as of the date of the intended award of the bid, eleven-x will not have SOC2 certification in place.
- Absence of SOC2 certification by eleven-x at the bid award time should formally disqualify eleven-x from meeting RFP's requirements.
- Alternatively, CU may consider making this award conditional on eleven-x eventually (in a reasonable time) receiving SOC2 certification, or another way in which CU intends to ensure eleven-x' SOC2 compliance.

3.2 SOC2 – PP Bid

- PP provided a SOC2 report for Fusion Consulting Group, LLC, to which PP "outsources its IT management".
- The information provided is not sufficient to conclude how this certification relates to the software product offered by PP in this bid and whether the PP's software product itself has SOC2 certification.

3.3 SOC2 – CPTG Bid

- CPTG bid offered ACT and SOC2 certification reports for Amazon Web Services – the foundational platform on which Nwave's and JAPA's software services are based.

4 Structure of the deal

- Evaluation/Scoring forms reviewed contained comments by some evaluators about undue “complexity of the deal structure, too many parties involved”.
- To address this, we bring your attention to the fact that the proposed CPTG deal structure is not more, but rather less complicated than that of the winning eleven-x’s bid.
 - eleven-x bid includes three parties: (1) eleven-x as hardware and software provider, (2) PGS as project installer, and (3) Clements Electrical Inc. (CE) as a local support provider.
 - To the best of our knowledge, neither of these (3) parties have worked together on any sizable project in the past.
 - Further, separating installation services (PGS) from maintenance and support services (CE) does not seem to result in CE being able to learn from the installation experience to provide ongoing project support.
 - With eleven-x being the primary bidder and contractor under their bid, such separate of roles, lack of experience of working together, combined with other concerns raised herein about eleven-x’s ability to deliver on warranty commitments and lack of proof of insurance docs provide, should really raise CU’s concerns on ability of this consortium to deliver on their promises to deliver and maintain this project, as well as provide for financial backing should the eleven-x performance fall short.
 - On the other hand, while CPTG’s bid formally also includes three parties – (1) CPTG as project installer, manager, and provider of local support services, (2) JAPA as software solution, and (3) Nwave as hardware (sensors, gateways and digital message signs) provider, this deal structure should be seen by CU as more favorable by CU vs. eleven-x due to:
 - Due to rich historical integration experience between Japa and Nwave, as outlined earlier, Japa and Nwave presence as two formal parties to the deal structure should really be seen as one party – Japa – providing an integrated hardware-software solution as a unified partner in the CPTG bid.
 - CPTG providing both installation and maintenance services, as well as CPTG serving as the primary bidder, provides CU with a single, local, partly responsible for both the project installation and maintenance. CPTG’s healthy financial position, as evidenced by the docs provided, should also provide a piece of mind to CU as far as being able to deliver on any warranty and SLA commitments made under the contract.
 - CPTG’s prior experience with Nwave sensor and LoRaWAN gateway installation, as well as rich experience of providing digital message signs, ensures that CPTG is ready to “hit the ground running” when it comes to timely deployment of the solution on the ground.
 - With the above in mind, CPTG deal structure does appear to be more logical, more experienced and simpler than that provided by eleven-x.

5 Delivery Schedule

- It is worth pointing out, that, while this RFP has been in the work for quite some time (at least from Q3 2023, as far as we are aware), CU chose to impose a very tight timeline for delivering such a large number of hardware, and sensors specifically (less than 1.5 months from intended award), which we find unusual for the project of this size and complexity.
- In our view, any industry player, who learns about this RFP only at the time of the RFP's issuance would find it very difficult to meet this timeline, as it normally takes 3-4 months to manufacture such a large order of sensors, especially if customized as requested in the RFP.
- Such a tight delivery schedule, combined with other specifics of the RFP, raises our general RFP process fairness concerns, as outlined below.
- Still, despite these concerns, CTPG's bid offered a very competitive timeline to provide the fully customized version of the Nwave sensor (both orange color and Clemson's "paw" on the sensor body - as shown in the earlier section) – 3-3.5k sensors commissioned by Aug. 9, 2024, with the rest of the sensors commissioned by the end of September 2024.
- If CU preferred a faster delivery of the sensors vs. CPTG delivering the fully customized version of the Nwave sensors, and made CTPG aware of such preference, CPTG would have been able to deliver the partially customized sensor modification of the sensor (with orange ring but w/o "paw" customization) in the original timeline requested by CU. Unfortunately, following the submission of the bid proposal, and until the bid award was announced, CTPG received no such clarification or request from CU.

6 References checked.

- eleven-x bid: considering the concerns raised in the earlier section about the relevance and details of project references provided by eleven-x, additional due diligence by CU on the reference provided should help to either confirm or discard the concerns raised herein.
- CPTG:
 - The only reference quoted in the evaluators' comments is the by CPTG's counting project with the City of Greenville, SC. Without going into the details of the comments, we only bring to your attention that, being a counting solution project (not a per-space sensor project), this project is not representative of the solution provided by CPTG under this bid and was referenced only as a proof of previous CPTG's experience with Nwave sensors deployment and support.
 - When it comes to all relevant references provided by Japa (12 in total), it seems that NONE of them have been contacted by CU.
 - This omission is particularly concerning given JAPA's extensive track record with large scale universities and similar projects, which would have provided strong evidence of JAPA's capability to meet the RFP requirements effectively. Ensuring fair evaluation would involve reaching out to these references to validate JAPA's experience and success in previous deployments.

7 5-year cost comparison.

- Based on the analysis of the documents, it appears that CU used the original project scope (10,951 sensors) in their Final Calculations table to rank bidders (and come up with the Estimated Contract Amount), and then used the reduced number of sensors (w/o Phase III) to come up with the Evaluated Amount we see on the site.
- When estimating the 5-year total for eleven-x, a detailed Year-by-Year plan and financials provided by eleven-x was used, with 6474 sensors in year 1, 2081 in year 2 and 2396 in year 3. The recurrent fees included in each year would correspond to the number of the sensors and other hardware deployed in that year.
- At the same time, for estimating the 5-year total for all other bidders, including the CTPG bid, what CU appears to have done is to take the Bidding Schedule Full 1X Installation Surface Mount Option #1 numbers (for 10,951 sensors), that included both hardware and recurrent fees, assumed the total amount for the first year (including CAPEX and OPEX), and then used the recurring costs/OPEX from the table (for 10,951 sensors) for each of the following 4 years to calculate the 5-year total.
- This seems to indicate that when evaluating eleven-x's bid and other bids, CU used different methods for evaluating eleven-x bid vs the others. Given that sensors are to be installed in phases of years 1, 2 and 3, the method used for bidders other than eleven-x results in overestimation of the 5-year total costs, since it does not consider the phased installation of sensors and other hardware.
- Though CTPG did not provide such a detailed yearly schedule in the original bid submission (as it was not requested as per the RFP requirements), applying the same sensor deployment schedule as used by eleven-x does allow to estimate the corrected 5-year total cost of the CPTG proposal.
- With the phased approach correctly applied to the 5-year period, CTPG 5-year total would be \$178,000 lower than that by eleven-x.

8 Bid process.

8.1 RFP document

As a matter of general concern about the RFP process fairness, we bring to your attention several requirements contained in the RFP that, on the one hand, upon detailed analysis, appear not to constitute credible requirements as related to the overall solution deliver as intended by this RFP, and, on the other, be very specific to eleven-x's specific product and its deployment. Both factors raise a concern of eleven-x having access to and affecting the RFP requirement prior to its publication.

8.1.1 Epoxy sealing.

- As per RFP "Scope of Work", 3. "Ease of Deployment", "In-ground installation method completely embeds the sensor into the ground with a layer of sealed epoxy on top that is flush with the surface making the sensor invisible, theft resistant, and impervious to snow removal blades while eliminating trip hazards."
- To the best of our knowledge, eleven-x is the only company that is using epoxy to seal its in-ground sensors, making it a very eleven-x-specification, and formal grounds for disqualification of other sensor providers.

- Though through Q&A process CU confirmed that this requirement can be waived if the intended objectives of this requirement are achieved in other ways, the presence of such eleven-x-specific in the RFP could be interpreted as an intended barrier for fair competition.

8.1.2 Battery capacity

- As per RFP “Scope of Work”, III. Parking Sensors and Gateway Requirements. Battery Life, “Battery capacity minimum 18,000 mAh”.
- The intent of CU to ensure sensors’ long battery life under normal operating conditions, is legitimate and correct. However, battery capacity by itself does not represent sensor’s batter life, which would also be a factor of sensor’s energy efficiency (e.g. how much current (mA) sensor is using for each detection cycle) and at what voltage (V) the sensors processor is operating. A sensor that is more efficient (uses lower mA) can provide the same or even longer service life with the same or lower battery capacity vs. less efficient sensor.
- To address this variability, a proper way to address the sensor battery life would be to require a minimum of X years of battery life under normally operating conditions, or with Y detections sessions per day. The RFP document already address this requirement by having “10 year of battery life under normal operating conditions” in the same section.
- Considering the above, this additional battery capacity of 18,000 mAh requirement may appear to be just an excessive and superfluous requirement, but it can be looked at differently considering the following information:
 - eleven-x sensors provided in the RFP response report “battery capacity of 19,000 mAh”.
 - eleven-x further states that this is “40% more than the nearest competitor”.
- Further, the new thinner surface-mount sensor announced by eleven-x, as discussed above, features a battery capacity of 17,500 mAh battery capacity, close to the RFP’s battery capacity requirements, allowing for the possibility of this new sensor modification substitute as discussed above.
- The superfluous nature of the battery capacity requirement, taken together with the eleven-x statement in the RFP, can be interpreted as an attempt include such RFP requirements as to ensure that only eleven-x sensors qualify under the RFP.

Taken together, these two factors raise a concern of CU potentially working with eleven-x on the RFP requirement prior to RFP issuance. If proven to be the case, this would imply that eleven-x would have had an intimate knowledge of both the RFP requirements and the intended timeline, given it unfair advantage to meet both the specific RFP requirements and the unusually tight RFP response time and products delivery timeline.

8.2 RFP process

- Generally, as already discussed above, even though this project and the specific RFP have been in the works at CU for months, when announced, the final RFP called for a very short RFP response time (2 weeks), which would, generally be considered too short for potential bidders to prepare a quality response for a project of this scope, complexity and monetary values.
- A very tight hardware delivery timeline, given the facts presented above, is also difficult to justify and not typical for a project of such size and complexity.

- A very short site visit, during which CU has not taken time to conduct a site tour with prospective bidders, limiting the interaction only to a group meeting.
- Lack/absence of any requests for clarifications from the bidder during the evaluation process. Despite strong preferences for the short delivery time and certain software features (alarms), CU has not reached out to clarify these points with the bidders, thus not allowing them to potentially still meet certain requirements. In addition to the delivery time clarification, another example of this concern is the evaluators' comments on overstay detection and alarm functionality of JAPA's software solution. While such functionality is offered by JAPA's solution, as presented in the bid documents, some evaluators' comments point at absence of such functionality in the CTPG proposal, while highlighting the value of such functionality in the eleven-x' proposal.
- Multiple reports of CU evaluation committee members, prior and during the site visit, making statements to the effect that "we have done our research, we know what we want".

While none of the factors presented above by themselves may constitute any wrongdoing, taken together, they do appear to form a pattern to direct a desired effort outside of the RFP process.

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Information Technology

Ad Start Date: March 18, 2024

Title: Single Space Parking Occupancy Sensors

Purchasing Agent/Entity: Clemson University

Bid/Submittal Due Date: April 12, 2024 - 1:45pm

Description:

is seeking proposals for a five (5) year contract with a manufacturer and supplier of a single space, open air surface parking space counting system that can also function within a parking deck. All specifications, requirements, and bid submission instructions are solely found in the Scope of Work found only in the Clemson online bidding system, link below. Your submission must address all requirements and the submission instructions found in this Scope of Work.

Solicitation #: 184054500

Direct Inquiries To: Kevin Finan

Buyer Phone#: 18646569856

Buyer Email: kfinan@clemson.edu

Pre-Bid Information:

N/A

Full Details / Download: <https://clemson.ionwave.net/Login.aspx>

South Carolina Business Opportunities • SCBO Team • 1201 Main Street, Suite 600 • Columbia, SC 29201
803-737-0600 • scbo@mmo.sc.gov • <https://scbo.sc.gov> • <https://procurement.sc.gov>



Scope of Work

- I. **Scope of Solicitation**
- II. **Instructions to Offerors**
- III. **Scope of Work/Specifications**
- IV. **Terms and Conditions – Special**
- V. **Bidding Schedule**
- VI. **Appendices**

I. Scope of Solicitation

Introduction

Clemson University located in Clemson, South Carolina, is seeking proposals for a five (5) year contract with a manufacturer and supplier of a single space, open air surface parking space counting system that can also function within a parking deck as detailed in Section III – Scope of Work. Installation of sensors and associated network equipment will be phased in over the first 3 years of the contract with priorities outlined in Exhibit A - Parking Space Sensor Inventory and Installation Phasing. Additional off-street parking lots, on-street locations and / or parking decks will be identified for potential installation of single space parking sensors over the life of this contract.

Background

Finding available parking across campus is the greatest complaint of parkers at Clemson University. Clemson has enough available parking on its campus, but it is not always convenient to locate. With full deployment of this innovative technology, faculty, staff, students, and visitors will be able to view available parking at various locations across campus through an app that will be integrated or linked into the TigersCommute app. By filtering on the app for available parking, parkers should see how many total spaces are available as well as be able to drill down to see what individual spaces are open thus alleviating frustration, reducing emissions, increasing satisfaction, and improving the parking experience within Clemson's innovative parking and transportation infrastructure. Not only do we realize reduced emissions on campus but through the installation of these new sensors, when a prospective user comes to campus, they too will have opportunity to use an app to receive direct guidance to available parking spaces, thus reducing their time in a car and increasing their time engaged on-

campus. By exposing and teaching users to rely on and effectively use this technology to find available parking spaces at Clemson University, we are preparing them to use it at other locations that are expanding nationwide.

The parking industry is no longer static paint in an asphalt lot. Technologies such as parking sensors with the accompanying user features and analytical back end are becoming the new standard. It is the hope that with the award of this contract, Clemson University will be the first location in South Carolina and the first university in the nation to harness this technology and add it to its arsenal to guide its users, maintain its facilities, and support the sustainability of its parking and transportation infrastructure.

Clemson University currently has over 15,000 parking spaces campus wide. Within that inventory of spaces, we are planning to install 10,951 parking sensors over the life of the contract. There are currently 6,407 student commuter parking spaces, 2,742 Employee parking spaces, 401 Metered spaces, 401 Accessible parking spaces, 39 Electric Vehicle parking spaces and 37 Carpool parking spaces. With the award of this contract, Clemson University Parking and Transportation Services (PATS) is looking to monitor and provide real time parking availability via an app so that faculty, staff, students, and visitors can easily find available parking on campus to improve the campus parking experience. This initiative is also a concerted effort to help support Clemson University's sustainability goals by reducing carbon emissions associated with "the hunt for parking".

The successful offeror's product must use a LoRaWan Gateway network to minimize network hardware infrastructure and efficiently maximize coverage for an integrated parking space counting system that can detect vehicles parked in separate parking space types. This network needs to synthesize the data to determine the number of available parking spaces and report that information to various mediums. A vendor provided app and with open API must be provided. In addition, links to the app must be provided for a 3rd party application (RideShark - aka TigersCommute) that the University is currently in development with.

Data exchanges shall be at the direction of Clemson University. Data must be available via an online monitoring system for operations management to verify accuracy of the system. This information must also be capable of displaying real-time availability on a mobile friendly webpage so users can see parking space availability by space type. The TigersCommute App is currently in development at Clemson University and is planned to be used to provide real time availability for buses, bikeshare and electric charging stations. Parking and Transportation Services is planning to increase this application to parking space availability.

The parking space sensor app to be integrated with the TigersCommute application needs to be available for download on Android and Apple platforms, must allow a student, faculty, staff, or visitor to call up any space type across

campus and view the number of available parking spaces at that moment with a minimum of 99.7% accuracy. The integration of a real-time counting system with digital reporting tools is essential to efficient management and use of the parking and transportation infrastructure at Clemson University.

Vendors must provide a digital signage plan, preferably solar powered, that can provide real time parking availability displayed outside of all off-street parking lots. With the installation and activation of the count system solution, the need to “hunt for parking” will be eliminated by allowing patrons to see where parking is available in real-time.

This technology also helps to support the sustainability goals of the university in that we will be guiding vehicles directly to available parking spaces, thereby reducing traffic congestion and emissions on campus. With the success of this technology, it is anticipated that Clemson University will leapfrog over its peers and become the first educational institution in the nation to deploy this technology on a scale not seen before.

A phased deployment plan will be required and utilized to install the parking sensors across campus, including in designated gravel lots. Each lot will hold unique installation challenges therefore, essential hardware configurations will be needed at all locations. Each lot will need to be in full operation and available to display in the app and the TigersCommute app prior to moving on to the next parking lot. The outlined phasing installation plan is based on lot popularity, installation challenges, and an even distribution across campus. The parking inventory and Phasing Plan can be found in **Exhibit A**.

The link to view all lots is as follows:

<https://media.clemson.edu/parking-transportation/multimedia/campus-parking-transit-map.pdf>

Phased installation is expected to begin within 30-45 days of receipt of a signed contract with full integration into the offeror’s app as well as the TigersCommute app. Phase I can be done in two separate phases (1 and 1A) with the first phase and majority of sensors being installed in main Commuter and Employee Lots identified in Exhibit A. This will mean that in the first phase consisting of 5,647 parking sensors will need to be installed and commissioned no later than August 9, 2024. Phase 1a (847 sensors) will be scheduled for the University’s Winter Break between December 21, 2024, to January 2, 2025. Phase II (2,081 sensors) would be scheduled for after graduation in mid-May 2025 to July 31, 2025. Phase III (2,396 sensors) is comprised of mainly gravel lots and would be scheduled for the summer of 2026.

All off-street lot entrances should be evaluated to determine if they can utilize a solar powered digital signage solution that will display real-time parking lot space availability. It is recognized that the different components associated with this technology will have varied useful life expectancies.

The parking sensors and associated hardware shall be of high-grade materials and have an estimated useful life with a full warrantee of a minimum of 5 years. System maintenance, application and software upgrades are also a component of the 5-year warranty provided with this order.

Award

Award will be made to one Offeror. Award will be made to the highest ranked, responsive, and responsible Offeror whose offer is determined to be the most advantageous to the University.

Maximum Contract Period

This contract will be for a period of five (5) years. Any resulting contract will begin on the date specified in the notice of award.

II. Instructions To Offerors

Regardless of specific requirements below or in this document, Offerors are required to submit their proposal electronically through the Clemson University online bidding system. To do so you must login (registering first) at <https://clemson.ionwave.net/Login.aspx> and follow specific instructions for this solicitation. You should register several days in advance of the bid closing date so you can be approved and login in time to submit a response. **You must attach your complete proposal as two separate pdf files in the online bidding system – one file as a technical only (i.e., no price information) and one file as a financial proposal.** Submit any additional files if required as redacted proposals. These attachments must address all the specific requirements outlined in Section II, Instructions to Offerors, as well as Section III, Scope of Work/Specifications. **Failure to submit the two separate bid files may cause a bid to be deemed non-responsive and removed from further considerations.**

INFORMATION FOR OFFERORS TO SUBMIT – In addition to the information requested elsewhere in this solicitation, Offerors should submit the following information for purposes of evaluation:

- a) The successful Offeror shall provide satisfactory evidence of all required insurance coverage and licenses.

1. Technical Proposal

The technical proposal as noted previously must not contain any pricing information, that information is to be solely presented in the Cost Proposal

A. Cover Letter

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

B. Table of Exceptions

A summary must state whether your proposal does or does not fully comply with the requirements defined in this solicitation and shall provide a detailed list of exceptions to the Scope of Work or other solicitation requirements including all attachments. This list must be in table form and must identify the page, section number, provision and specific exception, non-conformance and/or substitute language proposed. Failure to identify any specific items of non-compliance will result in the University assuming compliance. The University, at its sole discretion, may modify or reject any exception or proposed change, and an exception may also make a proposal non-responsive.

C. References

Vendor will provide references and contact information for a minimum seven (7) jurisdictions of which at least two (2) are College or University jurisdictions preferably of similar size to Clemson University who have had their product on or off street for at least one (1) year.

Please follow submittal requirements outlined in the Bid Attributes in the online bidding system for breakdown of proposals.

D. Questions

A **mandatory** site visit will be required which may prompt questions. Before submitting a proposal, bidders shall carefully examine maps, drawings, specifications, and any provided data as well as site conditions, fully inform themselves of all existing conditions and limitations and shall include in the proposal, sums to cover the cost of all work included in the proposal document. The bidder shall accept sole responsibility for any error or neglect in respect to this requirement and no allowance shall be made.

Be sure to see the Event Activities in the online bidding system for details

on deadlines for questions. Please note there will not be a pre-bid meeting for this solicitation so it is important you note the due date for question submittal under the Activities tab of the online bidding system for date and time.

E. Additional Documents

Bidders are required to submit in addition to any other requested information the following documents; their most recent SOC2 report and a copy of their most recent ACR report based upon a VPAT 2.1

F. Financial Information

Supply financial and main banking references. List the firm's total annual billings for each of the past two calendar years. Has the firm ever failed to complete, or been removed from any project that it has been awarded?

REQUIRED PROPOSAL CONTENT: Qualified Offerors are encouraged to submit a proposal for the Clemson University Single Space Occupancy Parking Sensors as outlined within this solicitation specification. Each proposal must meet the minimum requirements contained within this solicitation to be considered for a contract award.

2. **Cost Proposal**

- A. The cost of the proposal must be submitted separately from the technical proposal. Cost must be all inclusive of all to include any travel, lodging, and other expenses. Cost must be entered into the online bidding system where required. Your separate cost proposal may go into more detail in terms of cost breakdown, options, etc...., but it must also clearly indicate the cost you are entering in the online system. This is the cost that will be used for evaluation purposes and should reflect the cost for the base technical proposal you are offering in response to this solicitation. If there are conflicts in the costs you propose or Clemson can not clearly determine a total cost for your proposal, your response may be deemed non-responsive.
- B. Section V – Bidding Schedule sheet is to be filled out completely and attached in the online bidding system. There are several optional bid scenarios including a total cost for the entire installation if done all at once, the various individual phases. These separate costs per item/component may be used for future installation.

III. Scope of Work

A. General Specifications

In this Request for Proposal (RFP), Clemson University Parking and Transportation Services is seeking proposals from qualified single source manufacturer and suppliers of hardware and software that can provide a wireless single space parking occupancy sensor solution. This solution must be able to function in open air surface parking as well as inside a future parking deck. The occupancy system(s) needs to feed vehicle occupancy data to a cloud-based computing system. This technology will be utilized on the Clemson University campus to enable real-time, reliable data regarding the number and location of available parking spaces to be delivered via an app that can also be linked to Clemson's TigersCommute 3rd party smart phone application. This sensor solution must track utilization data in its parking facilities and push the real-time occupancy of parking facilities in scope to parkers. This parking sensor solution must do the following:

Software

The parking sensor solution must have a Web-based software application where Clemson administration users can download Lot Utilization data on demand.

Lot Utilization downloads must have Start & End Date and Time of Day parameters.

The solution must have a Web-based software application where users can view real-time occupancy counts for multiple parking facilities, view lot capacity, individual spaces available, spaces occupied and percent occupancy from each parking facility on one screen.

The solution must work with Clemson Parking and Transportation Services to create a public facing web page for consumers to view the current occupancy counts & number of available spaces in each parking facility in scope.

The solution must include Web services should the parking operation choose to integrate these counts into a 3rd Party system or Web site.

The solution must provide automated, pushed alerts to defined users when field hardware related to the solution goes offline.

The solution must be capable of being able to manually activate sensors as "not available" when reserving spaces for special events. The system must also provide counts for reconciling event parking revenue.

The system must provide a web-based dashboard with analytics to track at a minimum, each lot's current, daily, and hourly "Occupancy" (number of cars

within a lot) “Duration” (the length of stay of cars within the lot). These counts are also to be stored for long-term trend analysis, or “Lot Utilization.”

The same parking sensors must be interchangeable for installation in-ground or surface mount and the surface mounts should be portable so that they can be reused at other lots in case of parking lot designation changes.

Parking Sensors and Gateway Requirements

Sensor Type

- Sensors are required to be surface mounted individual single space sensors that can be removed and redesignated. Sensors that are proposed must be capable of being surface mounted with the ability to flush mount if needed.
- They are to be securely mounted to the pavement or other designated surfaces and must withstand vehicles driving over them.
- To provide maximum visibility to avoid tripping hazards, sensors are to be housed and anchored using a color coated mounting bracket that is Clemson Orange (CMYK 0 74 88 0, RGB 245 102 0)
- An alternate pricing option is requested for flush mounted individual single space sensors.

Accuracy

- Detect vehicle occupancy with 99.7% accuracy.
- Vendor must provide a Service Level Agreement for least 99.7% accuracy with credits to be as part of a negotiated formula that calculates overall system accuracy as well as by specific locations.
- Must use dual sensor technologies - radar and magnetometer.

Reliability

- Operating temperature range: -25°C to +60°C (-13°F to +140°F).
- Humidity range 0-97% RH.
- Fully operational in all weather conditions including rain, snow, and ice and slushy conditions.
- Impervious to snowplow blades (in-ground version only).

Frequency of Reporting/Latency

- Sensors are configurable to be able to report changes in occupancy and register to an app, web application and digital signage within 30 seconds.
- Sensors are to check in with the network concerning its health status on an hourly basis.
- Alerts are to be generated for out of service sensors or gateway equipment.

Battery Life

- 10 years of battery life under normal operating conditions.
- Must include the number of parking transactions batteries are able to withstand before replacing.
- Battery capacity minimum 18,000mAh.

Wireless Communications

- LoRaWAN open communication standard v1.02 (Class A Device) is required.
- Bluetooth Low Energy (BLE).
- FCC certified (USA) US902-928.

LoRaWAN Gateways

- Powered by regular 120V AC power source, or by Power over Ethernet (PoE).
- Built in cellular connectivity for Internet backhaul.
- No additional network cabling or equipment required.
- Long range connectivity for sensors with over one mile in dense urban environments and up to 10 miles in ideal conditions.
- Large capacity of connections supporting 1,000s of sensors per gateway
- Minimum capacity of 750 sensors per gateway.
- A variety of gateway options for indoor and outdoor installations.
- Flexible installation options not limited to but including radio tower, rooftops, and streetlights.

Ease of Deployment

- Mobile application enables the following activities:
 - Activation and provisioning of the sensor.
 - Assign sensors to stall locations on a map.
 - Initiate calibration routines.
 - Support firmware and software updates through the life of the contract.

- Provide infield local maintenance support within 24 hours.
- Add/remove, deactivate, or reclassify sensors for specific space type designation.
- Two installation options are available to provide flexibility:
 - In-ground installation method completely embeds the sensor into the ground with a layer of sealed epoxy on top that is flush with the surface making the sensor invisible, theft resistant, and impervious to snow removal blades while eliminating trip hazards.
 - Ability to securely fasten surface-mount sensors via adhesive glue and/or screw mount sensors to concrete/asphalt surfaces.

Managed LoRaWAN Network Service

- Vendor provides cloud hosted LoRaWAN Network Server (LNS) as part of the managed services.
- Vendor must have a proven track record of similar deployment scenarios.
- Vendor must provide a Service Level Agreement for at least 99.7% uptime with monthly credits if required, to be negotiated as part of a formula to calculate overall system uptime as well as by specific locations.
- Industry standard security protocols.

Expandability

- Explain how the LoRaWAN network can easily be expanded by adding more gateways to increase the network capacity and coverage area.
- Explain how additional sensors can easily be added to the system.
- Explain how the LoRaWAN network can be extended to many non-parking use cases like water metering, environmental monitoring, and waste bin monitoring.

Sensor and Gateway Warranty

- Minimum 5 (five) year standard warranty including parts and labor.

Communication

- The count solution must be compatible with wireless cellular networks for network connectivity.

Implementation

The lot count system installation is planned to be phased in over 3 years (Exhibit A) Phasing is subject to change but must be fully implemented within thirty-six months from award date.

Parts

All units shall have internal components designed as interchangeable modular parts. Vendor shall explain what, if any, tools are needed to replace modular components. The University requires vendors to provide a ratio of spare components per active cellular based parking sensor installed. All replacement hardware components shall be readily available within twenty-four (24) hours.

Other: Additional equipment parts and components may be purchased against the awarded contract. Bid price will be firm and in place for the full five (5) year contract.

Installation

All materials, parts and supplies necessary for the cellular based parking sensors and system installation and training shall be furnished by the Vendor and included in the proposal.

Subsequent System Maintenance

The vendor shall provide to the University a preventative maintenance schedule and a schedule of individual component pricing, including a pricing discount on all maintenance and repair materials, parts and supplies, and a residual value on modular components returned for repair or remanufacture.

Technical Support

Over the life of the contract as well as through and beyond the warranty period, Vendor shall have local technician support readily available and capable of handling repairs and programming to respond within twenty-four (24) hours if the need arises. Local is defined as close enough to Clemson, SC to provide twenty-four (24) hour responses to software and hardware requests. In addition, the vendor must have a toll-free support number for troubleshooting both software and hardware. In addition to phone support, the vendor must have an up-to-date web site with all information available to the University. Any software and hardware backups needed shall be available within twenty-four (24) hours. All operating manuals that support installation, maintenance and user information complete with wiring diagrams and specifications shall be in English.

Planning for upgrades

The University expects to collaborate with the Vendor on development and testing of software and/or hardware upgrades. The Vendor shall provide to the University:

1. A price discount on all upgrades of modular components and repair materials, parts, supplies and new features.
2. A residual value on modular components returned for repair or remanufacture.

Training

The successful vendor shall provide a schedule along with up to eighty (80) hours of training (including refresher training) at designated University facilities for each University designated employee to develop expertise in the maintenance, repair and software applications of their product, including, but not limited to:

1. Installation
2. Maintenance
3. Troubleshooting repairs
4. Operations – programming, inventory
5. Software reports and queries

Vendor shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. The schedule shall include periodic refresher training (continuing education), including, but not limited to, emphasis on areas of the University's choice and free upgrades of software and/or hardware. The Vendor is to supply at least five (5) copies of all operating, training, and repair manuals.

System Implementation

Project Plan

Vendor shall provide details as to how they propose to complete the project in the described phases. Provide a breakdown of expected tasks in each phase, as well as projected efforts involved, and resources required from both the Vendor's team and the Clemson Parking and Transportation Services.

Phased installation is expected to begin within 30 days of receipt of a signed contract with full integration into the offeror's app as well as the TigersCommute app.

Phase I can be done in two separate phases with the first phase and majority of sensors being installed in main Commuter and Employee Lots identified in Exhibit A. This will mean that in the first phase consisting of 5,647 parking sensors will need to be installed and commissioned no later than August 9, 2024.

Phase IA (847 sensors) will be scheduled for the University's Winter Break between December 21, 2024, to January 2, 2025.

Phase II (2,081 sensors) would be scheduled for after graduation in mid-May 2025 to July 31, 2025.

Phase III (2,396 sensors) is comprised of mainly gravel lots and would be scheduled for the summer of 2026.

Vendor shall provide the following details regarding the approach to this project:

1. Provide a task breakdown of each phase.
2. Provide projected effort required for tasks involved.
3. Provide projected resources required from both the Vendor and Clemson Parking and Transportation Services for this project.

The sensor system shall include all hardware and software required for communicating with, programming or monitoring (via alarms) any of the supplied units. It is the vendor's responsibility to incorporate all the above and to establish the communications between the units and the communications center. The wireless two-way communication system must be provided by a single source provider. Vendor shall explain how the entire network and system will be deployed and who is responsible for maintaining the various components.

Performance Standards

Equipment and service performance standards as well as any related credits will be developed in consultation with university staff and those standards will be included in the final contract. Purchases of equipment and services for subsequent installation phases will be based upon satisfactory compliance with the performance standards.

Vendor shall provide existing performance standards for each unit, explaining how their product will perform under normal operating conditions. These standards will

include anticipated rates of failure for each unit, including a breakdown by component type.

- Installation schedule performance (delivery, appearance of units)
- On and off-street performance consistent with specifications (operation of hardware and software within specification parameters)
- Quality (compliance with contract terms, conditions, and specifications)
- Field product support
- Warranty performance (response to service calls)

Performance elements will be re-examined during each installation phase and a determination made to continue with any potential future expansion resulting in additional purchases.

As options are added to the system, vendor performance standards for those options will be developed in consultation with university staff. These standards will then apply for future evaluations.

Proposed Delivery/Installation Schedule

The total estimated delivery requirements are for a total of 10,951 spaces. Delivery and installation of the initial procurement for the initial parking lots shall commence within 30-45 days from signing of final contract. Additional units will be phased in over the life of the contract. The University's current delivery and installation and provisioning requirements for the initial installation (Phase 1) will be for them to be installed by August 9, 2024, which is in time for the commencement of the Fall 2024 Academic semester.

Additional units may be required for system expansion.

Warranty

The Vendor guarantees, for a period of a minimum five (5) years from the date of installation to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost to the University. The Vendor shall also provide the University free of charge with any new software releases for a minimum period of five (5) years.

The local distributor shall maintain an adequate supply of replacement components on site at the University Parking and Transportation Services storage facility. Payment and warranty provisions for replacement components shall apply from the date of installation and activation of the Cellular Based Parking Sensors. Any Cellular Based Parking Sensors installed shall begin its warranty period from the date of installation and activation.

Optional Features

Additional features are not required, but vendors are encouraged to offer upgrades and services beyond the initial requirements outlined by the University.

The University intends to implement upgrades and add services to the Parking Sensor system during the five (5) year, sixty (60) month contract period. The University is looking for proposals that include software and hardware upgrades, system integration solutions, and related systems development programs that will improve the performance, cost effectiveness, and customer service experience for the parking sensor system. The University encourages the vendor to propose options and capabilities that are feasible, and which are based on vendor experience where success can be demonstrated. Each proposal should describe how the option(s) would be integrated with the other requirements of this RFP. The University will value the option(s) provided by each vendor in the evaluation process. Proposal for options could include, but are not limited to:

1. Integration of the on street and off-street parking system.

In addition to the off-street parking system, the University currently operates on and off-street parking spaces which when combined total over 15,000 parking spaces campus wide. These parking lots/spaces are high volume operations.

The University intends to evaluate the potential to integrate the on and off-street parking sensor system and network into a future parking deck.

Vendors who provide optional features must explain how their company and product are situated to provide support and development services that will help the University realize its vision of integrated service delivery using parking sensor technology.

Executive Summary

A brief summation of the highlights of the proposal and the overall benefits of the proposal to the University. This summation will include a discussion of any and all methodologies or approaches. The summation should be easily understood.

Technical Proposal

A document containing detailed specifications of the parking sensor system and network the Vendor will be offering to the University.

Qualifications and Experience

A description of the capabilities of the Vendor that pertain to this RFP. This description should include a detailed summary of the Vendor's experience. Describe the Vendor's organization (including all affiliates and subsidiaries) and

staff, the proposed plans to handle the additional business if awarded this contract, with details on additional personnel, organizational changes, and equipment (including local distributor and support) required.

Financial Statements

Proposer must provide copies of two most recent audited or reviewed financial statements, completed by an accredited CPA firm. Financial statements must have been reviewed within the past five (5) years.

System Description

Complete description of equipment and materials to be provided and services to be performed.

Warranty/Maintenance

A description of all warranty provisions and maintenance operations.

Training Plan

A plan for training of university employees in the operation of equipment and services contained in the RFP.

Equipment Brochures/Specification Sheet

Complete descriptive brochures and specification sheets for all equipment and materials required under this RFP.

References

Vendor will provide references and contact information for a minimum seven (7) jurisdictions of which at least two (2) are College or University jurisdictions preferably of similar size to Clemson University who have had their product on or off street for at least one (1) year. Each such reference must include the project name and location, the scope of equipment and services provided, and the name, address, email, telephone, and fax numbers of the person who may be contacted for reference information.

IV. Terms and Conditions – Special

1. Screening for Minimum Requirements

The University will screen each proposal according to the following criteria. Proposals that do not meet the criteria will be rejected as non-responsive.

A. *Responsibility*

The Vendor must be a person, firm or corporation that

- Has the willingness and ability to perform all of the requirements herein
- Assures delivery of all equipment, service and software within specifications contained in the RFP
- Has adequate engineering and service personnel to satisfy any engineering or service problems that may arise during all phases of the contract
- Has the necessary facilities and financial resources to complete the contract within the required timeframe

B. *Responsiveness*

The proposals will be examined to determine and ensure that the Vendor has submitted the required documentation requested in these contract documents and that the proposed equipment, service, and software are responsive to the specifications and other requirements contained in this RFP.

C. *Proposed Product and Services*

The Committee will evaluate the capabilities of the Vendor's system from information provided in the Scope of Work section of the proposal, Vendor's presentations, site visits, submitted samples and any other information deemed pertinent by the Committee.

D. *Past Performance*

The Vendor will be evaluated to determine whether performance on similar contracts has been satisfactory. Factors such as schedule performance, engineering, and quality (compliance with contract terms, conditions and specifications) field product support and warranty performance will be evaluated.

2. *Project Approach*

The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- Provide details as to how the proponent proposes to complete the project in the described phases.
- Provide a breakdown of expected tasks in each phase, as well as projected efforts involved.
- Provide resources required from both the Vendor's team and Parking and Transportation Services.

3. *Functionality of the Network- Performance Area*

The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- Provide detailed description of sensor and gateway network functionality including equipment and materials used.
- Indicate the maximum number of sensors that your solution can handle with proposed architecture.
- API, Data, Reporting, and Integration
 - Indicate how the data from the sensors is made available (pushed).
 - Indicate how the data from the sensors is stored and duration of time that the data is available.
 - Indicate how the data will be presented through dashboards and reporting and provide examples.
 - Indicate how the solar digital signage system will operate and how it integrates with your solution to provide real-time parking availability.

4. *Equipment Specifications - Performance Area*

The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- Operate digital signage via solar power. Solar panel must be designed specifically to operate with the proposed equipment. The use of after-market solar systems is not acceptable.
- Vendor shall describe the capabilities of any display screens used in their equipment.
- The count solution must not require gate hardware.
- When online, the count solution must upload fresh counts within 30 seconds to the software application.
- The single space sensor solution must support various parking space types.
- The system needs to be capable of operating in a temperature range from -13 Degrees F to +140 Degrees F (-25 C to +60 C) in relative humidity from 0% to 97% (non-condensing).
- The system should be capable of accurately reporting the number of available spaces in each lot with a minimum of 99.7% accuracy rate.
- System needs to ensure no loss of data using backup systems.
- Overall ability to demonstrate successful performance and integration in a university or city of similar size or larger than Clemson.

5. Software Specifications - Performance Area

The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- The count solution must have a Web-based software application where CU administrative users can download Lot Utilization data on demand.
- Lot Utilization downloads must have Start & End Date parameters.
- The count solution must have a mobile friendly Web-based software application where users can view real-time occupancy counts from multiple parking facilities, view lot capacity, spaces available, spaces occupied and percent occupancy from each parking facility on one screen.

- The count solution must provide a public facing mobile friendly web page for consumers to see the current occupancy counts, number of available spaces as well as the capability to provide voice guided directions to each parking facility in scope.
- The sensor solution must include the ability to integrate these counts into a 3rd Party system or Web site.
- The count solution must provide automated, pushed alerts to defined users when field hardware related to the count solution goes offline.
- The count solution must provide counts per lot for reconciling event parking revenue.
- The count solution needs to have a way to reconcile and reset counts.
- The count system must provide a web-based dashboard with analytics to at a minimum, track each lot's current, daily and hourly "Occupancy" (number of cars within a lot) "Duration" (the length of stay of cars within the lot). These counts are also to be stored for long-term trend analysis, or "Lot Utilization".
- All desktop software shall be Windows compatible.
- Data must be available via an online monitoring system for operations management to verify accuracy of the system and must be integrated with an app for users to see the information.
- Vendors must describe, in detail, all of the equipment they propose to use, and the security measures employed to protect data access and integrity.
- Demonstrate the ability to create standard and ad hoc reports about parking lot utilization for parking operations on a daily basis.

6. *Experience of the Respondent - Performance Area*

Prospective Respondents must possess adequate project management experience in the supply, delivery, and installation of wireless cellular based parking sensor technology. The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- Qualified Respondents shall have successfully completed multiple on and off-street projects for government and university locations in cities

or universities of similar size or larger than Clemson University, with each project utilizing a minimum of one hundred (100) parking spaces.

- Vendor will provide references and contact information for a minimum seven (7) jurisdictions of which at least two (2) are College or University jurisdictions preferably of similar size to Clemson University who have had their product on or off street for at least one (1) year.
- Vendor must have integrated their solution with an app.

7. Wireless Communication- Performance Area

Clemson University desires to understand any remote communications capability with the installed equipment. The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- The Vendor must explain how its cellular based computer network would process the flow of information from the lot to the backend system.
- Vendors must describe, in detail, all of the equipment they propose to use.
- The ability to report real-time working status of equipment to a central server indicating status and alarm conditions (maintenance needs and out-of-order conditions).

8. Local Vendor Support- Performance Area

The University requires information regarding the Vendor's plan to provide local service and support. The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- Provides specific information regarding staging, installation, commissioning, and warranty support for the cellular based parking sensor technology.
- Respondent provides plan for supplying spare parts during the warranty period.
- Provide references that illustrate the potential for success of the vendor's local vendor relationship and response time and successful service for the University.

9. Equipment Aesthetics- Performance Area

The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- Compact in size, user friendly to the motorist, aesthetically appealing design that fits in to the streetscape.

10. Security of Equipment- Performance Area

The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- Closed and secure data system.
- Equipment must be vandal and weather resistant.
- Proposal includes a sample alarm report.
- Vendor must provide a description of their product housings, including materials and thickness, and how the design secures the unit against attempted theft.

11. System Maintenance – Performance Area

The Proposals will be evaluated as either ADVANTAGEOUS or NON-ADVANTAGEOUS based on their demonstrated ability to meet the following criteria:

- Modular assemblies that are easily replaced.
- Ability to determine operating status.
- Vendor shall explain how unit components are protected from vehicular impact, moisture, dust and other factors that might cause an operational failure.
- Vendor shall explain average time of repair.
- Vendor describes other reliable warning capabilities that may be

available on their product.

- Vendor shall provide a thorough outline of the training content and provide a training schedule for sensor installation, software and hardware.
- Vendor shall clearly provide existing performance standards for each unit, explaining how their product will perform under normal operating conditions.
- Vendor shall fully explain how the entire system will be deployed and who is responsible for maintaining the various components including software and communications systems.
- Vendor shall explain what, if any, tools are needed to replace modular components.
- Minimum five (5)-year warranty on all components.
- Provides references from other cities and universities of similar size and climate to Clemson, SC on system maintenance performance.

12. "Options" performance- area

Vendors who provide optional features must explain how their company and product are situated to provide support and development services that will help Clemson University realize its vision of integrated service delivery using Cellular Based Parking Sensor technology.

Pricing

1. This is a five (5) year contract. All prices shall remain firm for the sixty (60) months of the contract period.
2. Only price that appears on university contract Pricing Proposal sheets will be considered.
3. The price shall include all costs to the University including operating costs.
4. The price shall include local support costs provided by local vendor.
5. The price must include delivery to designated Clemson University Parking and Transportation Services facilities.

6. The Vendor shall provide to the University a schedule of individual component pricing, including a pricing discount on all maintenance and repair materials, parts and supplies, and a residual value on modular components returned for repair or remanufacture.
7. The Vendor shall provide to the University:
 - A. A price discount on all upgrades of modular components and repair materials, parts, supplies and new features.
 - B. A residual value on modular components returned for repair or remanufacture.

Equipment Presentation/Demonstration

Offerors will be asked to provide a site presentation/demonstration or a Webinar presentation for the operation of the hardware and software that is included in your Proposal. The demonstration may be facilitated by a site visit to another city, where vendor equipment is in use, or working samples of vendor equipment may be demonstrated in Clemson, SC. The University reserves the right to determine which approach will be required.

Clemson University may request a demonstration/webinar presentation after review of the technical proposals. Procurement will communicate with Offerors and schedule this meeting if requested.

Schedule

Estimated Dates:

- Bid Posted to South Carolina Business Opportunity Paper (SCBO) –March 19, 2024
- Mandatory Site Visit Week of March 25, 2024, see Activities tab in the online bidding system for more details.
- Deadline for Questions from Offerors – April 1, 2024 @ 12:00PM ET
- Bid Opening – April 12, 2024 @ 1:45PM ET
- Initial Review/Screening of Technical Proposals – Week of April 15, 2024
- Demonstration/Webinar if required – TBD(Procurement would schedule)
- Shipment of Equipment to Clemson University – 30 days after award of contract

- Installation to begin on or about – June 3, 2024 pending Award of business and shipping of components

Evaluation Criteria

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

Experience/Qualifications/References of past performance with projects of similar scope

Project Plan and Software Capabilities and System Maintenance

Cost

Options and Security and Alarm Features

V. Bidding Schedule

The Bidding Schedule attached in online system. This is to be filled out completely by all Offerors and re-attached in the online system.

The Bidding Schedule comes with several options with a listing of components and connection fees along with recurring fees that are to be used to complete the bid sheet. This pricing structure for each component is to be applied to the pricing for each of the off-street parking lots and on-street locations. The lots/locations are included in Exhibit A.

You have the option to add additional components and connection fees as required for this pricing list.

VI. Appendices

Appendix A -Exhibit A Parking Space Inventory(see Attachments tab in the online bidding system for this document)

Appendix B – CCIT RFP Technical Guidelines(as applicable)

General Requirements

- According to Clemson University (CU) policy, all of the selected offeror's personnel providing services are responsible for protecting their access privileges and maintaining the confidentiality and proper use of the University's data according to the University's policy. Personnel will not disclose or distribute data in any medium except as required by responsibilities under the contract.
- Solutions must comply with all applicable laws and regulations within the higher education environment and promptly implement compliance with future changes to laws and regulations. The offeror must disclose all use and sharing of data and telemetry information. Current laws and regulations include but are not limited to the following standards:
 - Family Educational Rights and Privacy Act (FERPA)
 - Clery Act, Higher Education Act of 1965
 - Americans with Disabilities Act of 1990, as amended,
 - Rehabilitation Act of 1973, as amended,
 - Children's Online Privacy Protection Rule ("COPPA"),
 - Health Insurance Portability and Accountability Act of 1996 (HIPAA),
 - [CU's Privacy Policy](http://www.clemson.edu/privacypolicy.html) (<http://www.clemson.edu/privacypolicy.html>),
 - [CU's Records Retention Schedules](https://libraries.clemson.edu/records-management/retention-schedules/) (<https://libraries.clemson.edu/records-management/retention-schedules/>).
- Offerors must provide a detailed implementation plan that includes a timeline with dates of initiation, milestones, and completion and include all requirements, if any, for university resources that must be used for each implementation step. Any Implementation plans must follow a change control process that is mutually agreed to by CU and the Offerors. Describe in detail any implementation approach and how it aligns with CU project management standards, policies, processes, and guidelines. (See Section - CCIT Project Management Office Guidelines)
- The selected offeror must supply initial technical training on properly using any software solution. Offerors must include this training in the proposal. The training must be sufficient to enable technical individuals designated by CU to understand fully, test, validate, use tools, operate, and instruct others as to the features, functions, capabilities, and maintenance (e.g., trouble identification) of the software to perform all functions effectively and without error. Offerors must identify user groups and recommend additional training resources that might benefit CU's implementation.

Technical

- User Interface
- **Browser Compatibility (if UI is browser-based)**
 - Offers must identify all platforms and browsers compatible with the proposed solution.
- **Client (if UI is installed on local systems)**
 - Offerors must identify all operating systems/platforms compatible with the proposed solution.
 - The solution should not require client-side Java but, if required, must be compatible with the then-current version of Java.
 - The solution must not require unsupported client-side plugins (i.e., Microsoft Silverlight, Adobe Flash).

- **Mobile Compatibility**
 - If a mobile application is part of the proposed solution, at minimum, it must be compatible with iOS and Android.
- **Virtual Desktop compatibility**
 - Offerors must identify if Virtual desktop configuration is possible and, if so, what virtual desktop configurations are compatible with the proposed solution.
- **Assistive Technology Compatibility**
 - Offers must identify screen readers and assistive technology compatible with the proposed solution, including browser and screen reader combinations if applicable.

- Application Architecture
- The offeror must describe any compatibility or interoperability with desktop productivity tools (Microsoft Office, etc.).
- The offeror must describe the Application Programming Interface (API) if available.
- The offeror must describe the Application Server environment required for the proposed solution.
- Software sold or licensed to CU to be installed, maintained, or run by CU personnel must not have a dependency on Oracle Java (JDK, SE, EE, or ME) unless licensing and maintenance costs for Oracle Java, for the life of the product, are included in the purchase price. Preference for software based on Java technology will be given to offerors utilizing the OpenJDK framework.
- Offeror must include in their proposal recommended architectural designs for resilience.

- CU Hosted or Managed Database Services
- Solutions requiring CU support must be compatible with one of the following currently supported database technologies: Oracle or MS SQL. Other technologies will be evaluated individually.

- The offeror must provide technical documentation regarding configuration and installation, including backup/maintenance scripts for the proposed solution.
- CU Hosted or Managed Operating Systems Versions and Releases - minimums
- Solutions must be:
 - For Linux-based on-premise systems:
 - Oracle Linux 8 (OL8)
 - For Windows-based on-premise systems:
 - Windows Server 2019 or above is acceptable
 - On and after 2024/02/02 Windows Server 2022 is required (preferred now)
 - Any other systems must be currently supported with the latest security patches installed and maintained. Other environments will be evaluated individually.
- Please note that Oracle Enterprise Linux is a variant of RedHat Enterprise Linux (RHEL)
- Accessibility
- Offerors must provide an Accessibility Conformance Report (ACR) for their solution.
 - The ACR must be based on a Voluntary Product Accessibility Template® (VPAT®) version 2.3 or higher, provided by the [Industry Technology Industry Council](#) (ITIC).
 - The ACR must include conformance to [Web Content Accessibility Guidelines](#) (WCAG) version 2.0 levels A and AA.
 - The ACR must be completed according to the instructions.
 - If the solution has multiple forms (i.e., web version, desktop version, mobile app, support documentation), then either the provided ACR clearly covers the results of each form or an ACR for each form is provided.
- Offerors must provide a supplemental accessibility statement including the following:
 - Confirm the offeror's commitment to providing accessible solutions.
 - Processes and practices used to ensure accessibility, including the frequency in which the ACR is renewed and the process for resolving reported accessibility defects.
 - List of any unsupported or partially supported criteria in the ACR that have since been remediated.
 - Provide a roadmap, including target dates, for remediation of all applicable criteria in the ACR that are not listed as supported.
 - Any accessibility or usability features provided by the solution.
 - Describe any known accessibility limitations of the solution and known workarounds.

- Any configuration or installation requirements to provide accessibility.
 - Contact information for reporting accessibility issues.
- If the solution is an authoring tool used to generate electronic content (e.g., documents, web pages, multimedia):
 - Offerors must describe how the solution generates accessible content.
 - Offerors must provide documentation to guide end-users in generating accessible content.
 - Offerors must provide samples of accessible generated content.
- Offerors must be willing to provide a demonstration of the following:
 - Operate the entire application using only the keyboard, including a visual focus indicator and logical navigation order.
 - Operate the application with a screen reader (i.e., JAWS, NVDA, VoiceOver).
 - Zoom the text size to 200% without loss of functionality.
 - A color contrast ratio of at least 4.5:1 for text and images of text, with the following exceptions: large text should have a 3:1 contrast ratio; decorative text and logotypes have no contrast requirements.
 - Show where a user can find accessibility features, settings, and support within the application, including contact information for assistance.
- Security
- If data is utilized, processed, or otherwise stored in the offeror's solution and subject to any regulatory requirements, the offeror must describe and provide documentation of processes and practices that support the necessary regulatory controls for applicable data elements.
- If the solution requires confidential, sensitive, or otherwise protected data transmissions, the solution must utilize a secure, encrypted method of transport (e.g., Secure Socket Layer (SSL), VPN, etc.).
- The offeror must describe in detail the retention of any user activity logs and other system information (including but not limited to unauthorized login attempts, successful logins, event times, etc.) of the proposed solution.
 - Upon request, the offeror must provide a timely review of any activity logs that are requested.
- The solution must provide multiple (tiered) security levels within the application (e.g. RBAC, etc).
- Offerors must include documentation of how CU University data is kept secure and confidential.
- CU requires an Annual review of SOC1 (SSAE16), SOC2 reports for all vendor-hosted solutions.
- Offerors must describe and provide documentation of how data is maintained in backup, the extent/duration and method of backups, timely destruction of backups (automated and upon request), and destruction (purge) of all client data upon separation.

- The offeror must describe and document the level of access to client data by the offeror’s staff or affiliates, safeguards in place to prevent any unauthorized access by the offeror’s staff or affiliates, and any regular review of access rights, privileges, and activity by the offeror’s staff.
- Offerors must disclose whether any data, telemetry or otherwise, is sent back to the offeror at any time during the license period. Offerors must disclose the nature of the data and provide representative data samples. If additions are made to the data sent back to the offeror, CU must be notified of the change at least 60 days in advance.
- Business Continuity / Resiliency / Disaster Recovery
- Offerors’ software must be compatible with current CU disaster recovery strategies that meet the business expected Recovery Time Objective (RTO) and Recovery Point Objective (RPO). [For each procurement, specify the RTO and RPO based on the BIA (Business Impact Analysis).]
- Offerors must specify in their proposal details about the high availability capabilities of their solution.
- Integration
- **Authentication**
 - Offerors must describe how the solution supports one of the following for end-user authentication (not required for administrator access):
 - Shibboleth (Preferred)
 - Active Directory Federated Services (ADFS)
 - Ability to configure Access Controls based on tier and/or instance.
 - E.g. different users can access test instances vs prod instances.
 - Any credentials local to or stored within the solution must be encrypted.
- **API for provisioning -the solution should support one of the following**
 - REST (Preferred)
 - SOAP
 - NetIQ IDM driver
 - other HTTPS based protocols
- CU Hosted Configuration/Deployment Management
- SaltStack is the configuration/deployment management system used by CU.
- If a CU Hosted system is to be installed or configured by the offeror’s personnel, the offeror should provide SaltStack “states” to facilitate automated provisioning and configuration. If unable to provide the SaltStack “states,” the offeror must allow in the contract sufficient

consulting hours to develop the appropriate Saltstack “states” in collaboration with CU personnel.

- Any license management solution based on a physical object, such as a USB key or dongle, is unacceptable.
- There must not be a requirement for software to run on a bare-metal (not a VM) server.
 - i.e., VMware ESX 7.0U3 and above must be supported.
- Network
 - The offeror must describe in detail what network access and bandwidth are required for the proposed solution.
 - The solution must be IPV6 compliant.
 - The solution must use DNS to find resources on the network: hard-coded IP addresses are unacceptable.
 - Cloud-based solutions should have to peer with Internet2

- Credential Technologies

While many universities continue to issue plastic ID cards with magnetic stripes, CU has moved to contactless technologies. The TigerOne Mobile ID for Apple and Android represents the majority of credentials issued, while the TigerOne Card relies on HID SEOS technology. As such, users can be issued several IDs of their choice.

- Any system utilizing a “card” of some kind must be compatible with a CU-issued credential – an offeror must not introduce another credential into our ecosystem;
- The system must be capable of using HID SEOS technology, and compatible with CU’s Mobile IDs; and
- Systems must support at least three credentials issued to a person, i.e., TigerOne Card, Mobile ID (Android or Apple), Apple Watch

- Right to Audit (Fair Audit Clause)

We have a recent audit finding that mentions the need to add “Right to Audit” language in our future purchases. Here is an example of a standard. We will have it vetted by GCO or our procurement reviewer (Jennifer Soldano).

- The contractor agrees to perform an independent third-party **audit** at least once a year. The **audit** results (generally provided in a SOC report) and the Contractor’s plan for addressing **audit** issues shall be shared with the Institution upon request.

- CU Hosted Solutions

- The offeror must describe in detail the minimum and recommended server configurations, including, but not limited to, Operating System, CPU,

Memory, Disk Space, and firewall exceptions for each server and instance required.

- The offeror must describe in detail any 3rd party software (including version) required for the proposed solution.
- Any system must be currently supported with the latest security patches installed and maintained. Other environments will be evaluated individually
- Vendor Hosted Solutions
- Data may only be used in such a way as to accomplish the assigned task or as directed by CU.
- The solution must provide a mechanism for CU to control user and system-level access to all functions of the hosted system where applicable.
 - Most systems will require the use of CU's existing and future 2fa solutions.
- The solution must provide a mechanism for CU to monitor the system status, including accurately, but not limited to, the up/down status of the hosted system. Offeror will provide the required expertise to assist CU in the analysis and understanding of the technical logs for the solution they are proposing. Offer will provide required expertise to assist CU in determining best practice approaches to and in the creation of dashboards and reporting required by Clemson's SOC and NOC to achieve viable levels of monitoring of the technical solution.
- The offeror must not store any CU data in a facility (or cloud, storage device, laptop, etc) outside of the United States.
 - Or release any data for any reason outside of the United States
 - Or allow access to data from outside the United States unless express permission is granted
- The solution must provide a mechanism to allow CU to receive data files for consumption by, but not limited to, the current (or future) CU Data Warehouse and similar systems. The offeror must design this transfer in a way that allows it to be scheduled and fully automated as well as fully controlled by CU. Data in transit must be encrypted or use a secure encrypted link.
- The offeror must provide CU with a mechanism to review and export security data from the hosted solution. This data must include, but not be limited to, login history, record modifications, and user location information.
- CU requires an Annual review of SOC1 (SSA16) reports
- CU data and (metadata / metrics) must be extractable back to CU (or any location deemed appropriate) on demand without any special requests or work.
 - The data brought back to CU (backups, exports, downloads, dumps) must be in such a format that it is usable without any specialized software or hardware, (IT hardware/software we currently run is acceptable)

- CU may choose to export all data daily (or at least changes daily if there is a high volume of data).
 - Data in transit must be encrypted or use a secure encrypted link.
- The offeror must provide an annual review of the offeror's disaster recovery plan or a SOC2 report. The SOC2 report should indicate annual disaster recovery tests proving a Recovery Time Objective (RTO) and Recovery Point Objective (RPO) that is acceptable to the purchaser's business requirements in the event of an event at the vendor site that will impact CU's ability to do business.
- The offeror must provide an exit strategy that can be tested annually. This will consist of a database backup of CU data being recoverable at a CU datacenter. The application may not be present but the system administrator must be able to recover the database of CU data at the CU primary data center and validate record counts.
- The primary and secondary hosting sites must be located a minimum of 150 straight-line statute miles apart and from Clemson, SC.
- "The offeror must describe in detail any 3rd party software (including version) required for the proposed solution."
- The offeror must provide a separate environment for testing changes and must test all changes before implementing a change to the Production environment.
- The offeror must describe how and when the following will be communicated to CU:
 - changes and scheduled outages to the Production environment
 - degradation or outages to the service, including root cause analysis

CCIT Project Management Office Guidelines

The implementation plan must follow a change control process that is mutually agreed to by CLEMSON and the Offerors. Describe in detail the implementation approach and how it aligns with CLEMSON project management standards, policies, processes, and guidelines.

- Planning
 - Work breakdown structure
 - Org Chart
 - Roles and Responsibilities
 - Project Schedule
 - Cost Estimate Spreadsheet
 - High-level Test Plan
 - Communication Matrix
 - Risk and Issue Log
 - Future Procurement Plan
 - Stakeholder Analysis
- Executing
 - Meeting Agendas and Summaries
 - Project Schedule Tracking

- Project Expense Tracking
- Bug/Defect Tracking
- Risk and Issue Tracking
- Routine Monthly Project Management Updates
- Production Readiness – facilitate gathering of content
- Implementation Plan and Go-Live coordination
- Monitoring and Control
 - Throughout the life of the project, the Project Manager executes change control – documenting and escalating issues to the Sponsor and Project Leads.
 - Throughout the life of the project, the Sponsor and Project Leads review and sign off on/deny any escalated change control issues.
- Closing
 - Project Expense Summary
 - Lessons Learned
 - Email the Sponsor requesting a formal signoff of project deliverables/milestones
 - Signoff of completed deliverables/milestones Project Manager will also finalize and archive PMO documentation.

Clemson University Standard Bidding Terms and Conditions – Revision D
Effective November 15, 2020

This document contains standard bidding instructions and conditions that apply to all solicitations conducted by Clemson University. Instructions and terms specific to an individual solicitation will also apply and are considered in addition to these standard terms and conditions. In case of conflict between terms of a specific solicitation and this document, the terms of the specific solicitation take precedence.

DEFINITIONS - EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

ADDENDUM – means a document issued to supplement the original solicitation document.

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.

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 as explained in the clause of the contract titled “Changes,” if included therein, authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation or the entity providing work to the University.

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 “Supplier” is used interchangeably with the term “Offeror.”

See bidding provision entitled “Bid/Proposal As Offer To Contract.”

PROCUREMENT OFFICER – means the person, or his successor, identified as the Contact on solicitation, award or PO.

YOU and YOUR – means Offeror.

SEALED BID – means Competitive Sealed Bid [S.C. Code § 11-35-1520].

SOLICITATION – means the online solicitation document and all parts, attachments, attributes, and any Addenda to the specific Invitation For Bid, Best Value Bid, Fixed Price Bid, Request For Proposal, or Request For Qualification, including the Clemson University Standard Bidding Terms and Conditions and Clemson University Standard Terms of Purchase.

SUBCONTRACTOR – means any person having a contract to perform work for a Contractor as a part of the Contractor’s Contract arising from this solicitation.

UNIVERSITY – means Clemson University and its officers, affiliates, representatives, agents, and employees.

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

ADDENDA TO SOLICITATION: (a) The Solicitation may be revised at any time prior to opening. All actual and prospective Offerors should monitor the Clemson bidding system.

(b) Offerors shall acknowledge receipt of any addenda to this solicitation by responding to the solicitation as revised in the Clemson bidding system.

(c) If this solicitation is revised, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be posted at the location specified in the bid attributes. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the seventh day after such notice is given. Notifications under this clause will be sent to the Offerors through the University online bidding system.

BID / AS OFFER TO CONTRACT: By submitting Your Bid or Offer, you are offering to enter into a contract with the University. 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 in your submittal. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in U.S. dollars, unless otherwise permitted by the Solicitation.

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING: Offerors not responding to the initial solicitation may be added to the awarded supplier’s list provided the supplier furnishes evidence of responsibility and responsiveness to the University’s original fixed price bid as authorized by the solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER S.C. Code § 16-9-10 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 offer, 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 offer];
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

- (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 nonresponsive.
- (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 University, the Procurement Officer may terminate the contract resulting from this solicitation for default.

COMPETITION FROM PUBLIC ENTITIES: 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. Reg. 117-304.1].

COMPLETION OF FORMS / CORRECTION OF ERRORS: All prices and notations should be typewritten in the appropriate location on the bid form. Errors can be corrected prior to bid opening/due date/time by "retracting" your bid in the system and resubmitting. Once the Bid Closing date/time has passed a bid cannot be retracted and therefore not corrected. Do not modify the solicitation document itself (including bid schedule).

CONTENTS OF OFFER (Request for Proposal): (a) Offers should be complete and carefully worded and should convey all of the information requested.

(b) Offers should be prepared simply and economically, providing a straightforward, concise description of the capabilities required by the Request For Proposal. Emphasis should be on completeness and clarity of content.

(c) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer.

(d) Offers must be submitted as a single technical document either as a .pdf file or as a .doc file attached as part of your bid submittal. These technical documents must not contain any financial information unless specifically requested to do so in the solicitation. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the State's time set for opening has arrived, shall be rejected unless the offer has been delivered electronically prior to the bid opening. [S.C. Reg. 19-445.2070(G)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE: 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.

DISCUSSIONS WITH SUPPLIERS: Unless the procurement is a competitive sealed bid or competitive fixed price bidding, after opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. If a Best Value Bid, the procurement officer may ask a responsive supplier to clarify an ambiguity in its bid, but no material modification of the bid may be made.

DRUG FREE WORKPLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code, Title 44, Chapter 107.

DUTY TO INQUIRE: 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 of work and/or materials, unless otherwise directed by an Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the University's attention.

END USER LICENSE AGREEMENT/SOFTWARE AGREEMENT SCOPE LIMITATIONS: No licensing agreement is valid unless executed through this procurement process. This includes "click-thru" or "click to accept" End User License Agreements (EULAs) and other software agreements that attempt to commit the university to additional terms and conditions by end user action. Institutional commitments are only valid if they are accepted and signed by authorized University personnel.

ETHICS CERTIFICATE: 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 S.C. Code, Title 8, Chapter 13(Ethics Act). The following statutes require special attention: § 8-13-700, regarding use of official position for financial gain; § 8-13-705, regarding gifts to influence action of public official; § 8-13-720, regarding offering money for advice or assistance of public official; §§ 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; § 8-13-775, prohibiting public official with economic interests from acting on contracts; § 8-13-790, regarding recovery of kickbacks; § 8-13-1150, regarding statements to be filed by consultants; and § 813-1342, regarding restrictions on contributions by a contractor to a candidate who participated in awarding a 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 § 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in Your price that the University may be required to pay.

ONLINE REGISTRATION: You must register in the online bidding system to submit an offer. (Please note that registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue.)

PREFERENCES - A NOTICE TO SUPPLIERS: S.C. Code §11-35-1524 governs preferences available to in-state suppliers, suppliers using in-state subcontractors, and suppliers selling in-state or US end products. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. SUPPLIERS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES*** No Preference applies if a single unit has a price in excess of \$50,000 or a single award has a potential value exceeding \$500,000.

PREFERENCES – S.C./U.S. END-PRODUCT: S.C. Code § 11-35-1524 provides a preference to suppliers offering South Carolina end-products or U.S. end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by S.C. Code § 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences" provision.

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE: To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of supplier's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [S.C. Code § 11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [S.C. Code § 11-35-1524(D)(4), (E)(7).] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.**

PREFERENCES - RESIDENT SUPPLIER PREFERENCE: To qualify for this Preference, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the supplier for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars (\$50,000) or the annual amount of the contract; (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code); or (3) at the time of bidding, directly employs or has a documented commitment with individuals domiciled in South Carolina that will

perform services expressly required by the solicitation and the total direct labor cost to supplier for those individuals to provide those services exceeds fifty percent of the supplier's total bid price .

PRINTING MANUAL: The South Carolina Government Printing Services manual, dated September 28, 2005, governs both the procurement and any resulting contract for printing services and is hereby incorporated by reference. You are responsible for obtaining a copy of the manual. This manual is available at www.procurement.sc.gov. No overruns or underruns will be accepted.

PROHIBITED COMMUNICATIONS AND DONATIONS: 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. [S.C. Reg. 19-445.2010] (b) You are advised to familiarize yourself with S.C. Reg. 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.*** [S.C. Reg. 19-445.2165]

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract with an actual or potential value of \$50,000 (fifty thousand dollars) or more, you may be entitled to protest, but only as provided in S.C. Code § 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 S.C. Code § 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. 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.

PUBLIC OPENING: If this solicitation is indicated as a Sealed Bid, Best Value Bid, or Request For Proposal, offers will be publicly opened at the close date / time and at the location identified in the solicitation, or last Addendum, whichever is applicable. If this solicitation is indicated as an Invitation for Bid or Request for Quotation, it will not be a public opening.

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

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated in the Event Activities section of the online bidding system. Email any questions to the appropriate Procurement Officer and be sure to include the solicitation's title and number. Oral explanations or instructions will not be binding. [See S.C. Reg. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Addendum 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 University 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.

REJECTION/CANCELLATION: The University may cancel this solicitation in whole or in part. The University may reject any or all proposals in whole or in part. [S.C. Code § 11-35-1710 & S.C. Reg.19-445.2065.]

RESPONSIVENESS / IMPROPER OFFERS

(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 University 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. [S.C. Reg.19-445.2070 and S.C. Code § 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. [S.C. Reg. 19-445.2070].

(e) Unbalanced Bidding. The University 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 University even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the University or its employees, agents or officials.*** All communications must be solely with the Procurement Officer.

This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed.
(b) Unless otherwise approved in writing by the Procurement Officer, **you agree not to give anything to the University.**

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE: This clause does not apply if a single unit has a price in excess of \$50,000 or a single award has a potential value exceeding \$500,000 because the preference does not apply. If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause, and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest supplier, unless the substituted subcontractor qualifies for the preference. [S.C. Code § 11-35-1524(D)(5)(c)]

SUBMITTING CONFIDENTIAL INFORMATION: (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in S.C. Code § 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in S.C. Code § 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 S.C. Code § 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 S.C. Code § 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 and costs, 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".

SUBMITTING YOUR OFFER, MODIFICATION, or WITHDRAWAL: Unless specifically instructed otherwise in the solicitation, you must submit your offer or modification in the University online bidding system. You must register in the system to view the complete solicitation and submit an offer. Only offers with a status of "Submitted" have been received by the University. Offers with a status of "saved" or "unsubmitted" have not been received.

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES: This clause does not apply if a single unit has a price in excess of \$50,000 or a single award has a potential value exceeding \$500,000 because the preference does not apply. If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a non-qualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause, and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [S.C. § 11-35-1524(B)(4)]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES: Pursuant to S.C. Code § 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 S.C. Code § 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand (\$50,000) dollars annually. A taxpayer is eligible to claim the credit for ten (10) 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 (10) 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.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

UNIVERSITY AS PROCUREMENT AGENT (a) Authorized Agent. All authority regarding the conduct of 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 University with regard to this procurement.

(b) Purchasing Liability. The Procurement Officer is an employee of the University acting on behalf of the University pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the University.

UNIVERSITY OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal government processes so that offers cannot be opened at the University Procurement Office 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 Addendum may be issued to reschedule bid opening. If the University offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Useful information may be available at: <http://www.clemson.edu/>.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by "retracting" your bid at any time before the exact time set for closing. The withdrawal and correction of Offers is governed by S.C. Code §11-35-1520 and S.C. Reg. 19-445.2085. In order to withdraw Your Offer after the minimum period specified in the bid attributes, you must notify the Procurement Officer in writing.

Clemson University Standard Terms of Purchase – Revision F Effective November 15, 2020

This document contains standard terms and conditions that apply to all solicitations and procurements made by Clemson University. Any Contractor terms and conditions included with Contractor's invoice or any other document provided by Contractor shall be of no effect. Instructions and terms specific to an individual solicitation will also apply and are considered in addition to these standard terms. In case of a conflict between terms of a specific solicitation and this document, the terms of the specific solicitation take precedence.

DEFINITIONS - EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE CONTRACT.

ADDENDUM – means a document issued by the University to supplement the original solicitation document.

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.

CONTRACT - means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. *See also*, clause entitled "Contract Documents & Order of Precedence."

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer directing the Contractor to make changes as explained in the clause entitled "Changes," that authorizes the Procurement Officer to order the change without the consent of Contractor.

CONTRACTOR - means the Offeror receiving an award as a result of a solicitation or the entity providing work to the University.

OFFER – means the bid submitted in response to this solicitation. The terms "Bid" is used interchangeably with the term "Offer."

OFFEROR – means the single legal entity submitting the offer. *See* bidding provision entitled "Bid As Offer To Contract."

PROCUREMENT OFFICER – means the person, or his successor, identified as such in the solicitation, award or PO.

SOLICITATION – means the online solicitation, to include all parts, attachments, and any Addenda of the specific Invitation For Bid, Best Value Bid, Fixed Price Bid, Request For Proposal, or Request For Qualifications including the Clemson University Standard Bidding Terms and Conditions and Clemson University Standard Terms of Purchase.

SUBCONTRACTOR – means any person having a Contract to perform work for a Contractor as a part of the Contractor's Contract arising from this solicitation.

UNIVERSITY – means Clemson University and its officers, affiliates, representatives, agents, and employees.

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

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE: (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 the Contractor has made the applicable changes in the University's electronic payment system (not the assignee).

(b) If the 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 promptly make such changes in the University's electronic payment system.

(c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by S.C. Regulation 19-445.2180, which does not restrict transfers by operation of law.

AUTHORIZED AGENT: 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.

BACKGROUND CHECK: If Contractor must bring one or more of its employees onto the University campus or other property in order to perform a service, Contractor is required to conduct a criminal background check on said employee(s) prior to bringing or sending the employee(s) to the University campus or other property. Contractor agrees that any employee with a criminal history that Contractor reasonably believes poses a threat to property or persons, will not be brought or sent to the University campus or other University property. Contractor agrees to impose this same criminal background check requirement on any subcontractors used by Contractor to fulfill its responsibilities under this Contract. University reserves the right to verify compliance by Contractor upon request.

BANKRUPTCY: (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 University. 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 the bankruptcy petition was filed, the identity of the court where the bankruptcy petition was filed, and a listing of all University Contracts that have not had final payment issued. This obligation remains in effect until final payment under this Contract.

(b) Termination. This Contract is voidable and subject to immediate termination by the University upon Contractor's insolvency, including the filing of proceedings in bankruptcy.

CHANGES: (a) 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: (i) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the University in accordance

therewith; (ii) method of shipment or packing; place of delivery; (iii) description of work to be performed; (iv) time of performance (i.e., hours of the day, days of the week, etc.); (v) or place of performance of the work.

(b) Adjustments of Price or Time for Performance. If any such change increases or decreases 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 Contractor from proceeding with the Contract as changed, provided that the University promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable.

(c) By proceeding with the work, Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

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

(e) Claim Barred After Final Payment. No claim by Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

CHOICE-OF-LAW: Any disputes, transactions, claims, or controversies relating to, arising out of, or contemplated by the solicitation or Contract, 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.

CISG / UCITA. Neither the UN Convention on the International Sale of Goods nor the Uniform Computer Information Transactions Act (nor any non-uniform version) shall apply to this Contract or the Authorized EULAs.

COMPLIANCE WITH LAWS: During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFIDENTIALITY: (a) Any information or materials provided by the University should be considered to be confidential and/or proprietary to University ("Confidential Information"). Contractor shall hold all such information or materials in confidence until University publicly releases the information or grants Contractor written permission to disclose. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of it for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without University's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

(b) Immediately upon expiration or termination of this Contract, Contractor shall, at University's option: (i) certify to University that Contractor has destroyed all Confidential Information; (ii) return all Confidential Information to University; or (iii) take whatever other steps University requires of Contractor to protect the Confidential Information.

(c) University reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this clause by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this Contract shall be directed to the Procurement Officer, Clemson University, Procurement and Business Services, Clemson Centre, 391 College Avenue, Suite 203, Clemson, SC 29634 or by email to supplierr@clemson.edu.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any Contract resulting from this solicitation, or purchase order where solicitation was not conducted, shall consist of the following documents in the following order of precedence: (i) a Record of Negotiations, if any, executed by the Contractor and the Procurement Officer; (ii) documentation regarding the clarification of an offer [e.g., S.C. Code §§ 11-35-1528(6), 11-35-1530(6), or 11-35-1535(l)(2)], if applicable; (iii) the solicitation, as amended, which includes the University Standard Bidding Terms and Conditions and University Standard Terms of Purchase documents; (iv) modifications, if any, to the offer, if accepted by the Procurement Officer; (v) the offer including any licensing agreement; (vi) any statement reflecting the State's final acceptance ("award"), and (vii) purchase orders.

(b) The documents in paragraph (a) shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(c) The terms and conditions of documents (i) through (vi) in paragraph (a) 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 University, (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.

(d) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

CONTRACT LIMITATIONS: No sales may be made pursuant to this Contract for any work that is not expressly listed. No sales may be made pursuant to this Contract after expiration of this Contract. Violation of this provision may result in termination of this Contract and may subject Contractor to suspension or debarment.

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

CONTRACTOR'S OBLIGATION – GENERAL (for Service Contracts only): 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. Contractor must act as the prime Contractor and assume full responsibility for any subcontractor's performance. 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.

DATA SECURITY AND REPORTS: If Contractor has access to, receives, maintains, processes or transmits personally-identifiable data associated with a cardholder's payment ("Cardholder Data") that is processed, stored, or transmitted by Contractor on behalf of University, Contractor shall adhere to the requirements set forth in the Service Provider Security Agreement which is incorporated herein by reference and attached to the Contract as an addendum. Cardholder Data covered by this provision include but are not limited to primary account number, expiration date, card type, name, address, social security number, and card validation code. Service Provider agrees to make available to University at least annually all material relevant to its compliance with PCI DSS with respect to Cardholder Data consistent with § 12.8.4 of PCI DSS.

DEBARMENT/SUSPENSION CERTIFICATION: Contractor certifies and warrants that its organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government or by the State of South Carolina.

DEFAULT: The state may terminate this Contract for cause, or any part hereof, for cause in the event of any default by Contractor, or if Contractor fails to comply with any material Contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to Contractor for any amount for work not accepted, and Contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this Contract for default, such termination shall be deemed a termination for convenience. 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

DELIVERY: Deliveries shall be made, and all work provided to the location specified by the University in its purchase order. All items shall be delivered, or work completed, no later than the date specified on the purchase order or best delivery date indicated by Contractor in the associated solicitation, unless there is a delivery date specified in Section III of the Scope of Work document or noted specifically in the online solicitation, in which case that date becomes the required delivery date. If the University requests delivery sooner than the time specified, Contractor may invoice the University-any additional shipping charges approved by the University on the purchase order.

DEMOGRAPHIC PORTRAYAL: If the work depicts University students, staff, and/or faculty, then the depiction must accurately represent University demographics.

DISCOUNT FOR PROMPT PAYMENT:

(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 Clemson University or Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES: (a) Choice-of-Forum. All disputes, transactions, claims, or controversies relating to, arising out of, or contemplated by the solicitation or Contract, shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the S.C. 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.

(b) Contractor agrees that any act by the Government regarding the Contract 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. Contractor recognizes that University is governed by the law of South Carolina, and those laws, including, but not limited to any provision pertaining to or implicating liability, indemnification, arbitration or mediation, payment of attorneys' fees and costs, the Tort Claims Act, budget limitations, the South Carolina Freedom of Information Act, and governing law or venue, may supersede provisions of the Contract. Nothing in the Contract shall be construed as an express or implied waiver by University of any express or implied acceptance by University of liabilities arising as a result of actions that lie in tort or could lie in tort in excess of any liabilities allowable under applicable state law, as a pledge of the full faith and credit of any state, or as the assumption by University of a debt, Contract or liability in violation of applicable law.

(c) 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 Contract; 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 (see Notice clause) 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.

DRUG FREE WORKPLACE CERTIFICATION: By entering into this Contract, Contractor certifies that Contractor will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code, Title 44, Chapter 107.

EFFECTIVE DATE/INITIAL CONTRACT PERIOD: The effective date of this Contract is the first day of the Maximum Contract Period as specified on the final statement of award. For bids that do not require an award statement, the effective date of the Contract will be the issue date on the Purchase Order. For continuing Contracts, the initial term of this Contract is years, months, and days from the effective date. Regardless, this Contract expires no later than the last date stated on the final statement of award.

EQUAL OPPORTUNITY: Contractor shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to §§ 60-1.4, 60-4.2, 60-4.3, 60-3005(a), and 60-741.5(a), which are hereby incorporated by reference, and shall not discriminate on the basis of color, religion, national origin, disability, veteran status, sexual orientation, gender identity, sex, genetic information, or age.

EXPORT CONTROL: If Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify University (by fax at 864-656-4475), and receive prior authorization from, the University's Office of Export Controls before delivery. The notification provided by Contractor shall include the name of the University point of contact, identify each ITAR controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Contractor agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES: The University may bid separately any unusual requirements or large quantities of supplies covered by this Contract.

FALSE CLAIMS: According to the S.C. Code § 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.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA): (a) Contractor warrants that it will not make available or distribute any student education records it receives from University in violation of the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g. Contractor agrees to limit access to records provided by University to its employees with a legitimate need to know in order for Contractor to fulfill its obligations under this Contract. Contractor warrants that it has procedures in place to prevent unauthorized access to data provided by University, and the procedures will be documented and available to University upon request. Contractor will notify University immediately in the event of a security breach that could or does impact University records or data.

(b) Contractor agrees that University data will not be shared or sold to third parties without prior written authorization from University. Contractor agrees to notify University immediately if it receives a subpoena, court order, or other request for University data so University can take appropriate action if needed.

FIXED PRICING REQUIRED: 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.

FORCE MAJEURE: A party shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the party. That party will only be liable for non-cancellable, reasonable, actual documented costs incurred. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics or pandemics, quarantine restrictions, strikes, freight embargoes, shortages, riots, war, terrorism, unusually severe weather, and declared state and federal emergencies. In every case the failure to perform must be beyond the control and without the fault or negligence of that party. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any excess costs for failure to perform, unless the work to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

GDPR COMPLIANCE: Contractor hereby affirms that it is compliance with the General Data Protection Regulation (GDPR) of the European Union if the Contract involves the processing of Personal Data within the jurisdiction of the GDPR. Contractor represents that it has implemented appropriate technical and organizational measures in relation to the Processing of Personal Data intended to ensure the level of security suitable for Personal Data Processing, including the ability to ensure confidentiality, integrity, availability, and resilience of processing systems and a procedure for regularly testing, assessing and evaluating the effectiveness of these measures. Contractor shall ensure that its sub-processors are contractually obligated to protect Personal Data in compliance with Data Protection Laws and consistent with the obligations imposed on the Contractor. Contractor shall remain responsible for the acts and omissions of each sub-processor. Contractor will notify University within 72 hours of a Personal Data security breach that could or does impact University records or data.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): If applicable, Contractor will comply with all confidentiality obligations under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and its implementing regulations at 45 C.F.R. Parts 160, 162, and 164, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (collectively, "HIPAA").

HOLD HARMLESS: Contractor shall hold the University, its officers, agents, and employees harmless from liability from any claims, damages, and actions of any nature arising from the use of any work furnished by Contractor, provided that such liability is not

attributable to negligence on the part of the University or failure of the University to use the materials in the manner outlined by Contractor in descriptive literature or specifications submitted with Contractor's offer.

ILLEGAL IMMIGRATION: (a) (An overview is available at www.procurement.sc.gov) The Contractor agrees to comply with the applicable requirements of S.C. Code, Title 8, Chapter 14, and agrees to provide upon request by the University any documentation required to establish either: (i) that S.C. Code, Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (ii) that the Contractor and its subcontractors or sub-subcontractors are in compliance with S.C. Code, Title 8, Chapter 14.

(b) Pursuant to S.C. Code §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."

(c) Contractor agrees to include language in all Contracts with its subcontractors requiring subcontractors to (a) comply with the applicable requirements of S.C. Code, Title 8, Chapter 14, and (b) include in their Contracts with the sub-subcontractors language requiring sub-subcontractors to comply with the applicable requirements of S.C. Code, Title 8, Chapter 14.

INDEMNIFICATION - THIRD PARTY CLAIMS: (a) Notwithstanding any limitation in this Contract, 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 that are attributable to bodily injury, sickness, disease or death, disclosure of information, or to injury to or destruction of tangible property arising out of or in connection with the work acquired hereunder or caused in whole or in part by any act or omission of Contractor, its subcontractors, its 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.

(b) 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.

(c) This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity that would otherwise exist. The obligations of this clause shall survive termination, cancellation, or expiration of the parties' 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) 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.

INSPECT/REJECT: University reserves the right to inspect any equipment offered or completed service and to reject equipment or service if it is not acceptable as determined by University.

INSURANCE: (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 that may arise from or in connection with the performance of the work and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

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

(i) 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.

(ii) 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.

(iii) 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.

(iv) Privacy and Cyber Security: For Software Contracts greater than \$10,000, Contractor will maintain insurance coverage for privacy and cyber security claims. The policy limits for each must be at least a minimum of \$5,000,000 for each occurrence, \$10,000,000 aggregate.

(c) 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" and "Confidentiality;" 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.

(d) 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.

(e) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content.

(f) If the insurance 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. 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.

(g) 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.

(h) 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) Upon request, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this clause, at any time.

(i) 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.

(j) 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 for 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.

(k) 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.

(l) 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.

INTELLECTUAL PROPERTY INFRINGEMENT: (a) Without limitation and notwithstanding any provision in this Contract, Contractor shall, upon receipt of notification, defend and indemnify the University, 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.

(b) University shall allow Contractor to defend such claim to the extent allowed by law so long as the defense is diligently and capably prosecuted. University shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no obligation upon University. University shall reasonably cooperate with Contractor's defense of such claim.

(c) In the event an injunction or order shall be obtained against University'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: (i) procure for University the right to continue to use, or have used, the acquired item, or (ii) 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 University. If neither option, is practical, University may require that Contractor remove the acquired item from University, refund to University any charges paid by University therefore, and take all steps necessary to have University released from any further liability.

(d) Contractor's obligations under this clause do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the University unless Contractor knew its compliance with the University's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the University if the University knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.

(e) As used in this clause, 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 Contract. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.

(f) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Contract.

INTELLECTUAL PROPERTY USE: This software/hardware may be used by the University for academic, research and development, or commercial purposes.

LIABILITY OF UNIVERSITY. (A) UNIVERSITY SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (i) FOR ERROR OR INTERRUPTION OF USE, (ii) FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; OR (iii) FOR ANY INDIRECT OR NON-OBJECTIVELY MEASURABLE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

(B) UNIVERSITY'S TOTAL LIABILITY TO CONTRACTOR WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO CONTRACTOR UNDER THIS CONTRACT FOR THE 12-MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM, WHETHER OR NOT THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(C) ANY TERM OR CONDITION IS VOID TO THE EXTENT IT REQUIRES THE UNIVERSITY TO PAY LIQUIDATED DAMAGES TO ANYONE FOR ANY REASON.

LICENSES AND PERMITS: 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 to accomplish the work specified in this solicitation and the Contract.

MATERIAL AND WORKMANSHIP: 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.

NO INDEMNITY OR DEFENSE BY UNIVERSITY: Any term or condition is void to the extent it requires the University to indemnify, defend or pay attorney's fees to anyone for any reason. If the work contains software, the Contractor will not create a logon or any other access statement that requires the user to indemnify or hold the Contractor harmless.

NOTICE: (a) After award, any notices shall be in writing and shall be deemed duly given (i) upon actual delivery, if delivery is by hand, (ii) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by facsimile, or electronic mail, or (iii) 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 shall be to the address identified as the Notice Address by the Contractor. Notice to the State shall be to the Procurement Officer's address at Clemson Centre, 391 College Avenue, Suite 203, SC 29634 or to the address indicated in the Contract. Either party may designate a different address for notice by giving notice in accordance with this clause.

OPEN TRADE REPRESENTATION: Contractor represents that Contractor 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 S.C. Code § 11-35-5300. 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 S.C. Code § 11-35-5300.

OPTION TO RENEW: At the end of the initial term, and at the end of each renewal term, this Contract shall automatically renew for a period one year, unless Contractor receives notice that the University elects not to renew the Contract at least thirty (30) days prior to the date of renewal. Said renewals may be less than, but will not exceed, four (4) additional one-year periods. Regardless, this Contract expires no later than the last date stated on the final statement of award.

OWNERSHIP OF DATA & MATERIALS: This is a work-for-hire Contract. All data, material and documentation prepared for or developed by the State pursuant to this Contract shall belong exclusively to the University. Contractor shall retain all copyright and other proprietary rights in any of its software or hardware. University does not acquire any rights, express or implied, in the software/hardware, other than those specified in the Contract.

PARKING PERMIT: Contractor must comply with university parking regulations. Contractors must obtain a visitor's permit at the Parking Services Office or online (<https://www.clemson.edu/campus-life/parking/visitors/index.html>). Contractor may also park at metered parking. Contractors are required to adhere to the University parking rules and regulations. Costs associated with parking permits are Contractor's responsibility for paying and arranging for. The Parking Services Office is located at G-01 Edgar Brown Union Clemson, SC 29634. Parking Services is open Monday through Friday from 7:30 until 4:30. If you have additional questions, call 864-656-2270.

PAYMENT & INTEREST: (a) University is not responsible for interest if Contractor has not completed registration in University's online payment system.

(b) Unless otherwise provided in this Solicitation, the State shall pay Contractor, after the submission of a proper invoice, 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 University.

(c) The Contractor is responsible for paying any bank or conversion fees incurred for an international payment.

(d) Unless prearranged by University Procurement and Business Services, all payments will be NET 30. Payments will be issued 30 days from the date the goods are accepted as satisfactory by the ordering department and a proper invoice has been received, whichever is later. To be considered a proper invoice, the invoice must contain the correct Purchase Order number.

(e) In addition, unless prearranged by University Procurement and Business Services, all payments made by paper check may incur an administrative fee of .5% of the payment amount. This fee will be automatically deducted from the overall payment amount of any Contractor payment made by the University via paper check in the same manner as providing discount payment terms.

(f) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code § 11-35-45, 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.

(g) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code § 34-31-20, are expressly waived by both parties. If a court, despite this clause, requires that interest be paid on any debt by either party other than as provided by paragraph (f), 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.

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY: Unless otherwise prohibited in the solicitation, 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. 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 clause must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends Contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”: Unless otherwise prohibited in the solicitation, 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 Procurement Officers, at their sole discretion, may choose an alternate index if it is deemed more appropriate to the specific procurement. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICING DATA – AUDIT – INSPECTION: The following is pursuant to S.C. Code §§ 11-35-1830, 11-35-2210, & 11-35-2220 (a) Cost or Pricing Data. Upon Procurement Officer's request, the Contractor shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101, prior to either (i) any award to Contractor pursuant to S. C. Code § 11-35-1530 or § 11-35-1560, if the total Contract price exceeds \$500,000, or (ii) execution of a change order or Contract modification with Contractor that exceeds \$500,000. The price, including profit or fee, shall be adjusted to exclude any significant sums by which the State finds that such price was increased because the Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. The Contractor shall maintain records for three years from the date of final payment, or longer if requested by the Chief Procurement Officer. The State may audit the Contractor's records at reasonable times and places. As used in this paragraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition, the Contractor shall retain all records and allow any audits provided for by S.C. Code § 11-35-2220(2). (c) Inspection. At reasonable times, the State may inspect any part of the Contractor's place of business that is related to performance of the work. (d) Instructions – Certification. When the Contractor submits data pursuant to paragraph (a), it shall (i) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (adapted as necessary for the State context), and (ii) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 C.F.R. § 15.406-2(a) (adapted as necessary for the State context). (e) Subcontracts. The Contractor shall include the text of paragraphs (a)-(d) in all of subcontracts. (f) Nothing in this clause limits any other rights of the State.

PROHIBITION ON CERTAIN EQUIPMENT AND SERVICES: Contractor certifies and warrants that it complies with Public Law 115-232, § 889 and 2 C.F.R. § 200.216 regarding the prohibition of certain Telecommunications and Video Surveillance Services and Equipment and will provide services and/or equipment that do not contain a substantial or essential component of any system, or as critical technology as part of any system parts, componentry, or software from any of the following prohibited entities or any subsidiary or affiliate of these entities: Huawei Technologies Co., ZTE Corp., Hytera Communications Corp., Hangzhou Hikvision Digital Technology Co., and Dahau Technology Co, and any other entity designated by the Secretary of Defense. The Contractor is required to monitor the prohibited parties related to Public Law 115-232, § 889 to ensure compliance with all related prohibitions, including among any subcontractors. See *also*, FAR 52.204-25.

PUBLICITY: Contractor shall not publish any comments or quotes by University employees or include the University in either news releases or a published list of customers without the prior written approval of the University's Office of Creative Services. Contractor shall only use University trademarks and other brand identity assets on its website and otherwise, only when it has received prior written permission from University's Office of Creative Services for each trademark or brand asset that it intends to use. Use of University trademarks and brand identity assets shall be permissive only so long as there is a valid, effective Contract between the parties and in a manner explicitly approved by the Office of Creative Services. Failure to obtain appropriate permission for use of protected trademarks and brand identity assets may result in University pursuing any and all available remedies available by law for misuse of the marks. Branding guidelines may be found at <http://www.clemson.edu/brand>.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The University shall order any work 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. Although no particular form is required, University is able to process the standard electronic University form more quickly than nonstandard forms. The Purchase order requirement may be waived if approved in writing by University Procurement and Business Services.

PURCHASING CARD: Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a Contractor without the requirement to issue a purchase order.

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any Contract with a third party or to incur any obligation or liability on behalf of the other party.

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES: (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 paragraphs (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 this 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.

RIGHT TO AUDIT: (a) By University. Contractor agrees to have an independent third-party audit performed at least once a year. The audit results (generally provided in a SOC report) and the Contractor's plan for addressing audit issues shall be shared with the Institution upon request.

(b) By Contractor. If Contractor requires University to sign a provision that allows the Contractor to audit the University, then those audits must be paid for by Contractor and cannot be required or performed more than once a year.

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

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping dock of the University's designated receiving site, or other location, as specified herein. (See Delivery clause)

SOFTWARE UPGRADES AND ENHANCEMENTS: Contractor shall supply at no additional cost: (i) updated versions of the software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of hardware; (ii) updated versions of the software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original software supplied to University; and (iii) interface modules that are developed by Contractor for interfacing the software to other software products.

SOFTWARE MAINTENANCE AND SUPPORT SERVICES: Contractor shall provide a replacement copy or correction service at no additional cost to University for any error, malfunction, or defect in software that, when used as delivered, fails to perform in accordance with the Specifications and that University shall bring to Contractor's attention. Contractor shall undertake such correction service as set forth below and shall use its best efforts to make corrections in a manner that is mutually beneficial. Contractor shall disclose all known defects and their detours or workarounds to University. In addition, Contractor shall provide the following services:

(a) **Help Desk Services.** Contractor shall provide Help Desk Services for reporting errors and malfunctions and trouble-shooting problems. Contractor's Help Desk Services shall be web-based and/or by toll-free telephone lines and/or via e-mail. The Help Desk Services shall include but are not limited to the following services: (i) assistance related to questions on the use of the subject software; (ii) assistance in identifying and determining the causes of suspected errors or malfunctions in the software; (iii) advice on detours or workarounds for identified errors or malfunctions, where reasonably available; (iv) information on errors Information on errors previously identified and reported to Contractor and detours to these where available; and (v) advice on the completion and authorization for submission of the required form(s) reporting identified problems in the software.

(b) **On-line Support.** Contractor may execute on-line diagnostics from a remote location solely to assist in the identification and isolation of suspected software errors or malfunctions.

(c) **Error and Malfunction Service.** Within two (2) Business Days of receiving oral or written notification by University of identified errors or malfunctions in the software, Contractor will either: (i) provide detour or code correction to the software error or malfunctions. Each detour or code correction will be made available in the form of either a written correction notice or machine-readable media and will be accompanied by a level of documentation adequate to inform the user of the problem resolved and any significant operational differences resulting from the correction that is known by Contractor; or (ii) provide a written response describing Contractor's then-existing diagnosis of the error or malfunction and generally outlining Contractor's then-existing plan and timetable, subject to University's approval, for correcting or working around the error or malfunction.

(d) **On-Call Support.** If a problem occurs that significantly impacts usage of the software and remains unidentified or unresolved after University has utilized the detour or code correction prescribed, Contractor will dispatch a qualified representative to the system location during Business Days and Hours. The representative must arrive within 24 Business Hours. This representative shall have the qualifications necessary to provide: (i) advice and assistance in diagnosis and identification of software errors or malfunctions; and (ii) on-site consultation on correction or detour of identified errors or malfunctions.

(e) When Contractor performs services pursuant to the Contract that require the use of University's equipment, University agrees to make the equipment available at reasonable times and in reasonable time increments, and in no event will University charge Contractor for such use.

STORAGE OF MATERIALS: Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation.

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES: This clause does not apply if a single unit has a price in excess of \$50,000 or a single award has a potential value exceeding \$500,000 because the preference does not apply. If Contractor received the award as a result of the South Carolina end product or United States end product preference, it may not substitute a nonqualifying end product for a qualified end product. If a Contractor violates this provision, the State may terminate the Contract for cause and debar the Contractor. In addition, the Contractor shall pay the State an amount equal to twice the difference between the price paid by the State and the Contractor's evaluated price for the item.

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE: This clause does not apply if a single unit has a price in excess of \$50,000 or a single award has a potential value exceeding \$500,000 because the preference does not apply. If Contractor received an award as a result of the subcontractor preference, Contractor may not substitute any business for the subcontractor, unless the substitution is first approved in writing by the procurement officer. If a Contractor violates this provision, the State may terminate the Contract for cause and debar the Contractor. In addition, the procurement officer may require the Contractor to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest offer, unless the substituted subcontractor qualifies for the preference.

SUPERSEDE: These Terms and Conditions supersede all prior negotiations, preliminary agreements, correspondence or understandings, written or oral.

SURVIVAL OF OBLIGATIONS: The Parties' rights and obligations that 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 infringement, and any provisions regarding warranty or audit.

TAXES: (a) Any sale or use tax that Contractor may be required to collect or pay shall be paid by the University, and such sums shall be due and payable to Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the University. It shall be solely the University'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 Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the University to Contractor, Contractor shall be liable to the University 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 Contractor.

(b) S.C. Code § 12-8-550 requires persons hiring or Contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident under a Contract that exceeds \$10,000 for services unless the Contractor provides the University with proof of registration with the South Carolina Department of Revenue by submitting a completed SC I-312 Form to the University. Failure to provide the SC I-312 Form may delay payment.

(c) A non-U.S. Citizen (Nonresident Alien) may be subject to a 30% Federal Income Tax Withholding unless the Contractor provides proper documentation for tax exempt status to the University.

TERMINATION BY CONTRACTOR: 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 ninety (90) days prior to the expiration of the then current term.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: 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 clause, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial Contract term.

TERMINATION FOR CONVENIENCE: (a) The Procurement Officer may terminate this Contract in whole or in part, for the convenience of the University with thirty (30) days' notice. In such a termination, the Procurement Officer may require Contractor to transfer title and deliver to the University in the manner and to the extent directed by the Procurement Officer: (i) any completed supplies; and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract.

(b) Upon such termination, Contractor shall (i) stop work to the extent specified, (ii) terminate any subcontracts as they relate to the terminated work, and (iii) be paid the following amounts without duplication, subject to the other terms of this Contract: (1) Contract prices for work accepted under the Contract, (2) costs incurred in performing the terminated portion of the work, and (3) any other reasonable costs that Contractor can demonstrate to the satisfaction of the University, using its standard record keeping system, have resulted from the termination. Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(c) As a condition of payment, Contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the University beyond what it would have been had the subcontract contained such a clause.

TERMS AND CONDITIONS: Contractor agrees that these Terms and Conditions will govern any future related Contract such as a Contract for maintenance or service except that the Terms or Conditions may change to comply with the operation of law.

THIRD PARTY BENEFICIARY: 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.

TIGERONE ID CARD: Certain Contracts may require Contractor personnel to be on campus for extended periods of time without being under supervision of a University employee and as such, Contractors may be required to obtain TigerOne Cards for their employees. The TigerOne ID Card is the University ID card that is issued to all students, employees and certain affiliates and retirees. Contractors are responsible for the cost of obtaining these cards through the TigerOne office and for replacement cards if necessary. Upon completion of the Contract or if a Contractor's employee is no longer working at the University for whatever reason and they were issued a TigerOne Card, the card must be turned into the appropriate University representative or Procurement Officer

and destroyed immediately. More information on obtaining TigerOne Card and costs can be found online at: www.clemson.edu/tigerone.

UNIFORM COMMERCIAL CODE: The applicable provisions of the Uniform Commercial Code shall govern this Contract.

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

WAIVER: The University 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 University's rights under this Contract. Any waiver must be in writing.

WARRANTIES: Contractor warrants all items acquired shall conform to all Contractor's representations, the requirements of this Contract, and all published documentation. Contractor warrants it will meet the performance standards, benchmarks, and delivery schedule specified.

WARRANTY – STANDARD: (a) Contractor must provide the manufacturer's standard written warranty upon delivery of product and warrants that the work is consistent with industry standards. Contractor warrants that the software shall be in good operating condition and shall conform to the specifications for a period of ninety (90) days or other time period specified by University. This Warranty Period begins the first day after the Acceptance Date. Contractor shall replace all software that is defective or not performing in accordance with the specifications, at Contractor's sole expense.

(b) Ownership. Contractor warrants and represents that Contractor is the owner of the software licensed hereunder or otherwise has the right to grant to the licensed rights to the software to University through the Contract without violating any rights of any third party worldwide. Contractor represents and warrants that it has the right to license the software as provided in the Contract and that University's use of the software and documentation within the terms of the Contract will not infringe upon any copyright, patent, trademark, or other intellectual property right worldwide or violate any third party's trade secret, Contract, or confidentiality rights worldwide. Contractor represents and warrants that it: (i) is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the software infringes any patents, copyrights, or trade secrets of any third party; and (ii) has no actual knowledge that the software infringes upon any patents, copyrights, or trade secrets of any third party.

(c) Written Representations. Any written commitment by Contractor within the scope of the Contract shall be binding upon it. Failure to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of the Contract. For purposes of this clause, a commitment by Contractor includes: (i) prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect this sale.

(d) Date Warranty. Contractor warrants that all software provided under the Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by University that may deliver date records from the software, or interact with date records of the software ("Date Warranty").

(e) Date Warranty Report. In the event a Date Warranty problem is reported to Contractor and such problem remains unresolved after three (3) calendar days, at University's discretion, Contractor shall send, at its sole expense, at least one (1) qualified and knowledgeable representative to University's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on this premises. This Date Warranty shall last perpetually.

(f) Physical Media Warranty. Contractor warrants that each licensed copy of the software provided by Contractor is and will be free from physical defects in the media that tangibly embodies the copy (the "Physical Media Warranty"). The Physical Media Warranty does not apply to defects discovered more than thirty (30) calendar days after the date of acceptance of the software copy by University. Contractor shall replace, at Contractor's expense including shipping and handling costs, any software copy provided that does not comply with this warranty.

(g) No Surreptitious Code Warranty. Contractor warrants that no licensed copy of the software provided University contains or will contain any Self-Help Code nor any Unauthorized Code as defined below. Contractor further warrants that it will not introduce, via modem or otherwise, any code or mechanism that electronically notifies it of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict University's use of or access to any program, data, or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the software provided under the Contract. As used in the Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support. As used in the Contract, "Unauthorized Code" means any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm Software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. No limitation of liability, whether Contractual or statutory, shall apply to a breach of this warranty.

(h) Breach. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless University from and against any and all harm, injury, damages, costs, and expenses incurred by University arising out of said breach.

(i) Manufacturer Warranty. Contractor warrants that manufacturer will honor the standard written warranty provided.

WEB ACCESSIBILITY: (a) University is committed to providing equitable access to electronic information, information technology, technology services, and the environments that use the information technology. Contractors will provide electronic and information technology that meets the applicable accessibility requirements of §§ 504 and 508 of the Rehabilitation Act of 1973, as amended; complies with the Americans with Disabilities Act of 1990, as amended; and is in reasonable compliance with applicable university standards, including conformation to WCAG 2.0 A and AA standards.

(b) In addition, all college and system office web sites shall be designed to be accessible, so that people with disabilities have access to online information, data, and services comparable to those provided to individuals who do not have disabilities. Contractor agrees to collaborate with University's Office of Web Services and/or other designees to design and implement enhancements surrounding compliance.

(c) Contractor shall: (i) upon request, provide the University with its accessibility testing results and written documentation verifying accessibility; (ii) promptly respond to and resolve accessibility complaints; and (iii) indemnify and hold the University harmless in the event of claims arising from inaccessibility.

(d) University may perform an accessibility audit at any point during the project, including early planning, design, development, testing, or after delivery. If the audit determines that the software is not accessible, then Contractor will pay the cost of the audit.

ADD if this is a BLANKET PURCHASE CONTRACT:

(a) Pursuant to S.C. Regulation 19-445.2100(B), this purchase order establishes a blanket purchase Contract to facilitate filling repetitive needs for small quantities of miscellaneous work. Contractor shall furnish the supplies or services described herein in general terms, if and when requested by authorized personnel during the specified period and within the stipulated aggregate amount, if any. The State is obligated only to the extent of authorized calls actually placed against this blanket purchase Contract. Only those individuals expressly identified herein, by organizational component, and within any dollar limitations identified herein, may place calls under the Contract. Calls against this blanket purchase Contract generally will be made orally, except that informal correspondence may be used when ordering against Contracts outside the local trade area. Written calls may be executed. Acceptance of work shall be indicated by signature and date on the appropriate form by authorized personnel after verification and notation of any exceptions. This Contract shall be issued for a period of no longer than 12 months.

(b) All shipments under the Contract, except subscriptions and other charges for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips which shall contain the following minimum information: (i) name of supplier; (ii) blanket purchase order number; (iii) date of call; (iv) call number; (v) itemized list of supplies or services furnished; (vi) quantity, unit price, and extension of each item less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and (vii) date of delivery or shipment.

The State shall choose one of the following statements:

___ A summary invoice shall be submitted at least monthly or upon expiration of the blanket purchase Contract, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipted copies of the delivery tickets.

___ An itemized invoice shall be submitted at least monthly or upon expiration of the blanket purchase Contract, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Such invoices need not be supported by copies of delivery tickets.

___ When billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated provided that a consolidated payment will be made for each specified period; and the period of any discounts will commence on final date of billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later. This procedure should not be used if the accumulation of the individual invoices materially increases the administrative costs of this purchase method.

If the contract involves the payment of federal monies, then the following clauses apply:

DEFINITIONS - THE FOLLOWING DEFINITIONS ARE APPLICABLE TO FEDERAL CONTRACTS.

CONSTRUCTION WORK - means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction (41 C.F.R. § 60-1.3).

FEDERALLY ASSISTED CONSTRUCTION CONTRACT – means any agreement or modification thereof between the University and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work (41 C.F.R. § 60-1.3).

BYRD ANTI-LOBBYING AMENDMENT: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CHANGES: The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. §§ 7401-7671q.) and (33 U.S.C. §§ 1251-1387). This clause applies to contracts awarded in excess of \$150,000 under a federal grant. (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air and Federal Water Pollution Acts, as amended, 42 U.S.C. § 7401 et seq. (b) The Contractor agrees to report each violation to the University and understands and agrees that the University will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

COPELAND ANTI-KICKBACK ACT: In all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies, the Contractor shall:

- (a) Comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) The Contractor or Subcontractor shall insert in any subcontracts paragraph (a) of this clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
- (c) The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (d) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

DAVIS-BACON ACT: All transactions regarding prime construction contracts in excess of \$2,000 related to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, must comply with the following:

- (a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable.
- (b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (c) Additionally, contractors are required to pay wages not less than once a week.

DEBARMENT AND SUSPENSION (a) This clause applies to the following contracts for goods or services: (i) The contract is in the amount of at least \$25,000, (ii) The contract requires the approval of FEMA, regardless of amount, (iii) The contract is for federally-required audit services; or (iv) it is a subcontract and requires either the approval of FEMA or is in excess of \$25,000.

(b) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(c) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (c) This certification is a material representation of

fact relied upon by University. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to University and its recipient/subrecipient/applicant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DRUG-FREE WORKPLACE. The Contractor will comply with the Drugfree Workplace Act, 41 U.S.C. Chapter 81.

EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(d) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(e) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(g) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

RECORDS ACCESS: (a) The Contractor agrees to provide University and the federal agency funding this Contract or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Contractor agrees to provide the federal agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(d) In compliance with the Disaster Recovery Act of 2018, the University and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government.

RECOVERED MATERIAL PROCUREMENT: (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within

a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 3701-3708, 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E)):

The following provisions apply for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers: (a) No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) In the event of any violation of the clause set forth in paragraph (a) of this clause the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph (a) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.

(c) The University shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this clause.

(d) The contractor or subcontractor shall insert in any subcontracts the language set forth in paragraphs (a) through (c) of this clause and also a clause requiring the subcontractors to include this language in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor as set forth in paragraphs (a) through (c) of this clause.



**Addendum 1 to Clemson University's RFP #184054500
Single Space Parking Sensors
April 1, 2024**

Please incorporate answers to offerors questions for clarification purposes as indicated below.

1. Please clarify the requirements and functionality for Mobile App. While mobile App is mentioned throughout the RFP, it is not mentioned under "III. Scope of Work/A. General Specifications/Software". If Mobile App is required, please clarify how it is to be integrated with the Tigers Commute App – via direct code integration, via APIs, via an App link inside of the Tigers Commute App, other? Please clarify if any access control/log in is required for the App.

ANSWER: The intent is for the Vendor's App to be linked to the app store via a URL. We are not requiring API's be integrated into the Tigers Commute App. The example being, when looking for parking locations in the TigersCommute App, if someone clicks on the icon for a lot, they will be directed to download the Vendor App. There will not be any access control to get to the Vendor's App. However, there will be single sign on (Shibolet) used to access the Tigers Commute App. Visitors will be directed to the Vendor's App to find parking on campus.

2. Specific preference for flush mount sensors installation method. In Section III the RFP states that "In-ground installation method completely embeds the sensor into the ground with a layer of sealed epoxy on top that is flush with the surface making the sensor invisible...". In Section IV. 11 however it states that "modular assemblies that are easily replaced" are preferred. Covering the sensors with a layer of epoxy will make it very difficult to remove and replace sensors in case of resurfacing / repaving works in the next 5-10 years. Please confirm if modular and easy replaceable assembly for the in-ground sensor is preferred over complete not replaceable epoxy sealing installation approaches. Modular replaceable approach would also allow for easy in-ground sensor removal and re-use after resurfacing of the parking lots.

ANSWER: Modular assemblies that are easily replaced would refer to surface mounted sensors. It is assumed that flush mounted sensors would be unusable



after installation. However, if the vendor has a plan for reusing the flush mounted sensors, they should explain.

3. Dual sensor technologies requirement for sensors - radar and magnetometer. Please confirm that you will consider sensors with other multiple detection technologies that meet or exceed the radar performance (accuracy, battery life, etc.).

ANSWER: Dual sensor technologies is a requirement to help ensure accuracy. This will be viewed as advantageous. However, if a vendor wants to submit an alternate solution, we may consider.

4. As discussed during on-site visit, placing base stations on building walls instead of light poles is a preferred option, please confirm.

ANSWER: Building and building roof tops are preferred. Our experience has been that when street light lose power it causes continuity issues.

5. Base stations installation. Please confirm that rooftop installation option is also available in addition to placing the base stations on the buildings' walls. Is there power available on the roofs?

ANSWER: Rooftop is preferred. Buildings, specifically in the center of campus in the historic district, will need to be reviewed and approved.

6. For some of the larger lots, such as C-1, there are no nearby buildings available, making a light pole-based installation a preferred method for LoRaWAN base stations installations. Please confirm whether power is available at the light polls 24 hrs or it is being shut down for any period during the 24-hr period.

ANSWER: Light poles are not preferred. Our experience during lightning strikes is that power is knocked out and it causes inconsistency with the system continuity. However, we have confirmation that there is a connection in C 1 that if the device is (POE) Powered Over Ethernet, we can connect at that lot. We would need to determine placement. There is also information about availability of power at various buildings on campus. See answer in Question 28 that should be useful.



7. With both a requirement for local 24-hr-response support and an requirement for extensive training in installation, maintenance, troubleshooting, etc., please clarify whether it is the University or the Vendor would assume the main Level 1 (onsite) routine maintenance/support function, following the deployment.

ANSWER: If training, equipment and materials are sufficient for level 1 response on sensors the answer is yes the University would assume that responsibility. Gateways would be Vendor responsibility.

8. For digital signage at individual lots, what kind of data should be displayed – total space availability only, or availability of all types of spaces available in each individual lot – e.g. Student, Faculty, Visitor, EV charging, etc.?

ANSWER: We would want the total number of primary space types displayed based on the lot designation. C lots would be for # of Commuter Spaces Available and E lots would be for # Employee Spaces available. If the option to display more than one type is possible, it should be explained by the vendor.

9. Digital signage – required only for the parking lots or also for the on-street/curb side parking areas?

ANSWER: Off street lots only.

10. Integration with Tigers Commute App: How should the sensor system integrate with the Tigers Commute App? Is API integration required, and if so, what are the specifications?

ANSWER: See answer to question #1.

11. Power Supply for Signage: Does digital signage need to be solar-powered, or are other power sources acceptable?

ANSWER: Solar only. We do not have infrastructure for power.



12. Can you provide detailed expectations for the system's integration with Clemson's existing transportation and parking management systems, including preferred communication protocols?

ANSWER: We are linking via app store to various vendor apps via the Tigers Commute App so no integration is needed for real-time transit information. However, we use T2 Systems software for our parking management operations. Vendors are to encouraged to provide capabilities of their sensor application and examples of proven integrations with T2 Systems, specifically as it relates to enforcement and vehicles found in violation of timed regulations.

13. What are Clemson University's expectations regarding sensor maintenance, particularly in terms of battery life and ease of replacement?

ANSWER: We do not expect to maintain sensors unless they need to be replaced. Vendors need to explain what maintenance is expected to maximize battery life and describe replacement procedures.

14. What key features and functionalities are expected in the user interface of the parking management system, and are there specific requirements for ADA compliance or accessibility features?

ANSWER: Not sure what "Parking Management System" is being referred to. Please see the Scope for more detail regarding what is required in your bid submission relative to ADA Accessibility.

15. What network infrastructure is currently in place, and are there plans for upgrades that could affect the parking sensor system, particularly regarding network connectivity issues?

ANSWER: The gateways will need to have CCIT network connectivity. We can supply either Layer 2 or Layer 3 network connectivity at any existing network location. If the gateway will be located at a part of a building that does not currently have connectivity, a quote can be provided to construct CAT6A or Single Mode fiber to extend the network.

16. In phases 1 and 1A, how many sensors will be above ground and below the surface?

ANSWER: This has not yet been determined.



17. If we are to place the LoRa Gateway on the buildings, is power available on the roof?

ANSWER: CU Facilities would need to evaluate the specific buildings identified. See Question 28 for specific locations requested.

18. Can we suggest Solar Power for the LoRa Gateway?

ANSWER: Yes, but must provide proven applications for single space sensor flush mount or surface mount installations.

19. Can Clemson University provide a storage facility for the equipment?

We can have equipment delivered to our central warehouse but we have limited long term storage capacity.

20. Theoretically, 750 sensors per LoRa Gateway is possible without obstacles like buildings. Is this value-tested result or theoretical?

ANSWER: With the right conditions, it is our understanding that this can be accomplished. The Vendor needs to make the decisions based on the campus topography observed during their mandatory site visit. Based on their system's capabilities, vendors need to submit a coverage plan they deem necessary to ensure accuracy and redundancy.

21. Will Clemson University please confirm, where available, the existing monument-style parking lot signs can be used for incorporating (on top of them) digital signs and solar panels for off-street parking lots. The digital signs will be incorporated as a natural extension of the existing parking lot signs, mock ups will be provided during RFP response

ANSWER: These are not available. They are going to be replaced.

22. Will Clemson University please grant a one-time due date extension for this bid? As there are a lot of moving parts around delivery and installation services, two



extra weeks would be in Clemson's best interest.

ANSWER: There is no intent to extend the closing date at this time, if something were to change and require a change that will be communicated through the online bidding system.

23. Reference: Page 29, Section 6 (appendices), Technical section under Security, bid “requires an Annual review of SOC1 (SSAE16), SOC2 reports for all vendor-hosted solutions.” Because Parking Logix is not processing personal data within our car counting occupancy data, other than emails for internal dashboards that will have unique passwords; Is the SOC2 requirement necessary for all vendors as it may not be applicable to our system?

ANSWER: It is a requirement for all software coming on to Clemson’s campus.

24. Can a sensor technology company submit multiple bids through different prime contractors?

ANSWER: Yes, but they will be evaluated separately

25. We are concerned about the financial details of our company becoming publicly available through FOIA requests. We understand that you want to assess financial stability of the proponents. As an alternative method of assessment, may we please submit a bank reference letter, letter from the accredited CPA firm that performs the company’s audits, and a 3rd-party Dun and Bradstreet financial analytics report on our company?

ANSWER: Discuss w/ Kevin TBD

26. Do the digital signs require to be on for 24 hours a day or can they be shut down for some number of hours in the middle of the night? This is to help with the solar panel and battery capacity design.

ANSWER: Unless we have a scheduled special event, they can be shut down from 6:00pm to 6:00am each day. The vendor should discuss how to customize the operational period of the signs.



27. During the onsite tour we noticed some of the lots have streetlights near their entrances. If we handle the electrical work required to install powered digital signs, will this alternative to solar powered signs be considered as an option

ANSWER: No.

28. The following buildings are being considered for gateways. Are any of these unavailable?

- Byrnes hall (any of the 3 high rises)
- College of Business (Powers Hall)
- Fike
- Brooks Centre
- Life Science
- Hendrix student center
- Administration services
- Rudolph E Lee
- Bracket
- Benet hall

ANSWER: All buildings either have power on the roof or can have it run easily except Benet. That one would be a challenge.

29. **Page 2 of the RFP states “Clemson University currently has over 15,000 parking spaces campus wide. Within that inventory of spaces, we are planning to install 10,951 parking sensors over the life of the contract.” Is there a plan for the other 4,049 stalls?**

ANSWER: No, but we will be looking at the installation of a 1,200 space parking deck that is currently planned to open in December 2026 pending further approvals.

30. Page 4 of the RFP states “The successful Offeror shall provide satisfactory evidence of all required insurance coverage and licenses.” Are there any license requirements we should be aware of?

ANSWER: We are not aware of any license requirements. Insurance requirements are outlined in the Terms & Conditions included under that Attachments tab



31. Page 5 of the RFP describes references. Do the references need to be based on direct experience with single space sensor deployments by the prime contractor?

ANSWER: Clemson needs references that can show that you and in some cases your prime contractors are fully capable of doing the work requested in the Scope.

32. Page 10 of the RFP states “Explain how the LoRaWAN network can be extended to many non-parking use cases like water metering, environmental monitoring, and waste bin monitoring.” Are there plans to expand to non-parking applications and if so, is having experience with deployment of these additional applications advantageous?

ANSWER: We are not sure about non parking expansion at this time but are interested in capabilities and vendor’s experience with this.

33. Exhibit A inventory questions:

- a. Lot 5 coordinate are in E4. L5-ext seems to be in L5. Where will L5-ext be in relation to L5?
- b. Lightsey Commons 1 and 2 and Little John 1 and 2 lots all have the same coordinates. Can this please be clarified?

ANSWER: a. Coordinates corrected for P5 and P5 ext. P5 extension is adjacent to P5.

P5

-82.84	34.678	-82	48	56.4	34	40	38		-81.184333333333	34.677222222222

P5 Ext

-82.815	34.676	-82	48	54.3	34	40	35.3		-81.184916666667	34.676472222222
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ANSWER: b. Coordinates corrected for Lightsey Commons 1 and 2 and Little John 1 and 2.

Lightsey Commons #1 and #2

-82.837	34.677	-82	50	13.08	34	40	36.38		-81.163033333333	34.676772222222
-82.837	34.677	-82	50	13.08	34	40	36.38		-81.163033333333	34.676772222222



Littlejohn #1 and #2

-82.846	34.681	-82	50	48.1	34	40	51.9		-81.153305555556	34.681083333333
-82.846	34.681	-82	50	48.1	34	40	51.9		-81.153305555556	34.681083333333

34. What is the process for negotiating the Ts&Cs? For example:
- a. Is the bidder required to identify its exceptions to the standard form Ts&Cs within its proposal?
 - b. How should the bidder identify its proposed exceptions (if any): i.e. redlines, a summarized list, or some other format?

ANSWER: Bidders must specifically call out any exceptions to the Clemson terms & conditions in their proposal as a list of exceptions. Clemson will consider further negotiating with the bidder who is selected for award prior to award. Please understand that items such as Indemnification, Warranty, and point of law are non-negotiable as they are governed by SC Attorney General decisions.

35. Are there any plans to pressure wash the asphalt and/or concrete lots prior to the project starting?

ANSWER: No. During summer months University Facilities does use a street sweeper to clean weeds and debris in lots.

36. Depending on the location, would the University be open to having some of the signage hardwired versus solar?

ANSWER: No

37. Does the University anticipate being responsible for level 1 maintenance support for sensors and gateways (i.e. - minor repairs, alterations, etc.)?

ANSWER: See answer to question 7.

Exhibit E

Event Number	184054500 Addendum 1	Organization	Clemson Procurement Services
Event Title	Single Space Parking Occupancy Sensors	Workgroup	Clemson Procurement and Business Services
Event Description	is seeking proposals for a five (5) year contr	Event Owner	Kevin Finan
Event Type	RFP	Email	kfinan@clemson.edu
Issue Date	3/18/2024 03:20:59 PM (ET)	Phone	
Close Date	4/16/2024 01:45:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Pivot Parking (Pivot Parking, LLC Fort Lauderdale		FL	4/16/2024 01:38:25 PM (ET)	1	\$3,244,001.00 5 yr
Duncan Parking Technologies, Ir West Allis		WI	4/16/2024 01:40:32 PM (ET)	1	\$2,054,893.00 5 yr
RISETEK Global	Garden City	NY	4/16/2024 12:40:55 PM (ET)	1	\$3,771,156.49 5 yr
Conure Technology Services	Suwanee	GA	4/16/2024 10:10:11 AM (ET)	1	\$4,286,324.00 5 yr
Parking Logix Inc	Lasalle	QC	4/16/2024 01:37:34 PM (ET)	1	\$5,567,796.00 5 yr
eleven-x (ELEVEN-X US INCORPC RICHMOND		VA	4/16/2024 12:17:04 PM (ET)	1	\$5,659,506.00 5 yr
Carolina Time (Carolina Time Eq Greenville		SC	4/16/2024 12:28:17 PM (ET)	1	\$5,885,388.61 5 yr

no VPAT or SOC2
 no VPAT or SOC2
 no financial documents, no VPAT and no SOC2
 non-responsive no flush mount option
 non-responsive no VPAT, SOC2, and Financial information

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



April 19, 2024

MEMO TO: Who It May Concern

FROM: Kevin Finan

Procurement Manager, Procurement and Business Services

SUBJECT: Non-Responsive Bidder Determination for Bid # 18454500

Conurer Technology Services has been deemed non-responsive in accordance with Section 11-35-1410 and Section 11-35-1520 of the South Carolina State Procurement Code. Conure has failed to provide a surface mount option as well they could not provide either a VPAT or SOC2 document nor are they working to either of those documents even after being an opportunity to remedy and supply these documents. Therefore, their bid has been deemed non-responsive.

If you have any questions, I can be reached at (864) 656-9856.



April 19, 2024

MEMO TO: Who It May Concern

FROM: Kevin Finan

Procurement Manager, Procurement and Business Services

SUBJECT: Non-Responsive Bidder Determination for Bid # 18454500

Risetek Global has been deemed non-responsive in accordance with Section 11-35-1410 and Section 11-35-1520 of the South Carolina State Procurement Code. Conure has failed to provide any project information as outlined in the Scope of Work and merely supplied a contact with their information, as well they could not provide either a VPAT or SOC2 document nor are they working to either of those documents even after being an opportunity to remedy and supply these documents. Therefore, their bid has been deemed non-responsive.

If you have any questions, I can be reached at (864) 656-9856.

REQUEST FOR PROPOSAL

Single Space Occupancy Sensors

184054500

EVALUATION CRITERIA	Carolina Time	Duncan Parking Technologies	eleven-x	Parking Logix	Pivot Parking
Experience/Qualifications/References of past performance	13.33	9.33	38.33	13.33	20.00
Project Plan and Software Capabilities and System Maint	3.67	2.33	29.33	3.67	13.33
Options and Security and Alarm Features	2.67	1.33	3.67	2.67	3.00
EVALUATOR'S TOTALS BY VENDOR	19.67	13.00	71.33	19.67	36.33
COST (VENDOR'S ACTUAL)	\$ 5,885,389	\$ 2,054,893	\$ 5,659,506	\$ 5,567,796	\$ 3,244,001
COST ASSIGNED EVALUATION POINTS	25	25	25	25	25
CALCULATED COST EVALUATION POINTS	8.73	25.00	9.08	9.23	15.84
TOTAL EVAL. POINTS PER VENDOR	28.40	38.00	80.41	28.89	52.17

Points Assigned for Cost

Lowest Evaluated Cost \$2,054,893.00

Evaluators Totals

	A	B	C	D	E
1					
2	Carolina Time	EVALUATORS			
3	CRITERIA	001	002	003	Avg
4	Experience/Qualifications/References of past performance with projects	25	10	5	13.33
5	Project Plan and Software Capabilities and System Maintenance	5	1	5	3.67
6	Options and Security and Alarm Features	3	4	1	2.67
7	TOTAL	33	15	11	19.67
8					
9					
10	Duncan Parking Technologies	EVALUATORS			
11	CRITERIA	001	002	003	Avg
12	Experience/Qualifications/References of past performance with projects	20	5	3	9.33
13	Project Plan and Software Capabilities and System Maintenance	5	1	1	2.33
14	Options and Security and Alarm Features	2	2	0	1.33
15	TOTAL	27	8	4	13.00
16					
17					
18	eleven-x	EVALUATORS			
19	CRITERIA	001	002	003	Avg
20	Experience/Qualifications/References of past performance with projects	40	35	40	38.33
21	Options and Security and Alarm Features	28	30	30	29.33
22	Project Plan and Software Capabilities and System Maintenance	5	1	5	3.67
23	TOTAL	73	66	75	71.33
24					
25					
26	Parking Logix	EVALUATORS			
27	CRITERIA	001	002	003	Avg
28	Experience/Qualifications/References of past performance with projects	25	10	5	13.33
29	Options and Security and Alarm Features	5	1	5	3.67
30	Project Plan and Software Capabilities and System Maintenance	3	4	1	2.67
31	TOTAL	33	15	11	19.67
32					
33					
34	Pivot Parking	EVALUATORS			
35	CRITERIA	001	002	003	Avg
36	Experience/Qualifications/References of past performance with projects	30	25	5	20.00
37	Project Plan and Software Capabilities and System Maintenance	15	20	5	13.33
38	Options and Security and Alarm Features	4	4	1	3.00
39	TOTAL	49	49	11	36.33
40					

REQUEST FOR PROPOSAL

Single Space Occupancy Sensors

184054500

EVALUATION CRITERIA	Carolina Time	Duncan Parking Technologies	eleven-x	Parking Logix	Pivot Parking
Experience/Qualifications/References of past performan	13.33	9.33	38.33	13.33	20.00
Project Plan and Software Capabilities and System Main	3.67	2.33	29.33	3.67	13.33
Options and Security and Alarm Features	2.67	1.33	5.00	2.67	3.00
EVALUATOR'S TOTALS BY VENDOR	19.67	13.00	72.67	19.67	36.33
COST (VENDOR'S ACTUAL)	\$ 5,885,389	\$ 2,054,893	\$ 5,659,506	\$ 5,567,796	\$ 3,244,001
COST ASSIGNED EVALUATION POINTS	25	25	25	25	25
CALCULATED COST EVALUATION POINTS	8.73	25.00	9.08	9.23	15.84
TOTAL EVAL. POINTS PER VENDOR	28.40	38.00	81.74	28.89	52.17

Points Assigned for Cost 25
 Lowest Evaluated Cost \$2,054,893.00

Corrected Evaluators Totals

Carolina Time				
	EVALUATORS			
CRITERIA	001	002	003	Avg
Experience/Qualifications/References of past performance with projects	25	10	5	13.33
Project Plan and Software Capabilities and System Maintenance	5	1	5	3.67
Options and Security and Alarm Features	3	4	1	2.67
TOTAL	33	15	11	19.67
Duncan Parking Technologies				
	EVALUATORS			
CRITERIA	001	002	003	Avg
Experience/Qualifications/References of past performance with projects	20	5	3	9.33
Project Plan and Software Capabilities and System Maintenance	5	1	1	2.33
Options and Security and Alarm Features	2	2	0	1.33
TOTAL	27	8	4	13.00
eleven-x				
	EVALUATORS			
CRITERIA	001	002	003	Avg
Experience/Qualifications/References of past performance with projects	40	35	40	38.33
Project Plan and Software Capabilities and System Maintenance	28	30	30	29.33
Options and Security and Alarm Features	5	5	5	5.00
TOTAL	73	70	75	72.67
Parking Logix				
	EVALUATORS			
CRITERIA	001	002	003	Avg
Experience/Qualifications/References of past performance with projects	25	10	5	13.33
Project Plan and Software Capabilities and System Maintenance	5	1	5	3.67
Options and Security and Alarm Features	3	4	1	2.67
TOTAL	33	15	11	19.67
Pivot Parking				
	EVALUATORS			
CRITERIA	001	002	003	Avg
Experience/Qualifications/References of past performance with projects	30	25	5	20.00
Project Plan and Software Capabilities and System Maintenance	15	20	5	13.33
Options and Security and Alarm Features	4	4	1	3.00
TOTAL	49	49	11	36.33

Evaluation Criteria	Maximum Points Possible	Vendor 1		Vendor 2		Vendor 3		Vendor 4		Vendor 5	
		Carolina Time	Duncan Parking Technologies	eleven-x	Parking Logix	Pivot Parking					
A. Experience/Qualifications/References of past performance with projects of similar scope	40	25	20	40	25	30					
B. Project Plan and Software Capabilities and System Maintenance	30	5	5	28	5	15					
C. Cost	25										
D. Options and Security and Alarm Features	5	3	2	5	3	4					
TOTAL	100										

Evaluator's Signature: *Vanessa Weston* Date May 07, 2024

In an effort to support my evaluation of this RFP, I hereby provide a brief explanation for each score given to each Offeror.

Vendor: Carolina Time

Can't complete Phase 1 by due date, partner with JAPA for back office tracking, 1 university, 10 yr battery life, 99.7% accuracy, JAPA allows 3rd party API integration, JAPA Mpbile App, Appropriate references, use different vendors to meet the goal, Product lead time hinders on time installation, accessibility information not provided, use Nwave

Vendor: Duncan Parking Technologies

Dual-space curb and curb mount sensors are not what we are looking for, information referring to meters, 2 weeks for installation for 5,000+ single space sensors seems unrealistic, Post-installation period refers to following the meter installation - we're not getting meters, lightweight "app", Appropriate references, only surface mounts, gateways only supports 60 devices, no accessibility information provided

Vendor: eleven-x

Owns entire technology stack, build/manufacture own sensors, 6 university installations, LoRaWAN network, Sensors 10 years maintenance free, T2 integration for meter enforcement, 1 year warranty but will include a five year warranty at no additional charge, If sensor fails in the first 10 years 100% of hardware replacement cost covered Phase 1A would be included with Phase 1(no additional premium), provided option for future garage, Appropriate references, sensors and app have received awards, signage was detailed, best battery life, 25 gateways, test on different platforms, iPhone, Android, accessibility performance report was good

Vendor: Parking Logix

Changed order of phases, 2 yr warranty, referred to counting solution(?), use NWave, accessibility performance report was for Amazon

Vendor: Pivot Parking

10 year warranty, 5 LoRa gateways, local office - Greenville, SC, smallest sensor, ParkingAround App, appropriate references, illegal parkers be identified without IoT permit card, provided uses not requested in RFP

Evaluator's Signature: *Vanessa Weston* Date May 07, 2024

Evaluator's Score Sheet

Solicitation Name: Single Space Occupancy Sensors
 RFP # 184054500

Evaluation Criteria	Maximum Points Possible	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
		Carolina Time	Duncan Parking Technologies	eleven-x	Parking Logix	Pivot Parking
A. Experience/Qualifications/References of past performance with projects of similar scope	40	10	5	35	10	25
B. Project Plan and Software Capabilities and System Maintenance	30	1	1	30	1	20
C. Cost	25					
D. Options and Security and Alarm Features	5	4	2	5	4	4
TOTAL	100					

Evaluator's Signature: Katerina Moreland

Date 5/6/2024

In an effort to support my evaluation of this RFP, I hereby provide a brief explanation for each score given to each Offeror.

Vendor: Carolina Time

+ 45 minutes from campus. HQ in Charlotte. With a Greenville office.

Can not meet the installation schedule for Phase I. Could by September 30.

Lead time for additional equipment is 90 days.

Suite of Partners:

NWave – Ground sensors, and remote support services

10 year battery life based on 20 parked cars per day.

Surface or in ground in paved and unpaved surfaces

Detection latency of 7 seconds

Error calculation – total number of observed errors divided by the number of spaces.

Less than 30 = credit to one day of service for the specific lot/area

>30 errors, the credit would apply to the overall system.

To be conducted on a min of 200 spaces at a time.

Android app available to streamline accuracy data collection and validation

Base stations serve up to 20k sensors depending on topography

Preferred cellular carrier is Verizon

5, 20, or 60 minute max latency of notifications

Has 3 min power back up before it initiates as graceful shutdown

Nwave digital message signs

JAPA – Software platform, remote support services

Uses Raptor Protocol to manage sensor communication

AWS Cloud Servers

Connectivity: Low Power Wide Area Network (Wireless LPWAN)

Platform:

Historical analysis in 15, 30 min, hourly, daily, monthly and yearly overviews

Average stay and max stay analysis

Manual override possible.

Consumer Mobile Parking Application – fully compatible with 3rd party app. Available for website

NO IT equipment is needed from Clemson U to operate this system.

? Not Clear if they can differentiate by space type and how that is displayed to the customer.

They can per the pictures on Page 27

JAPA has a battery take back program for recycling.

Accessibility section is focused on what they WILL do. States conformance with WCAG 2.0 A and AA.

Turned off by this proposal coming from JAPA but it is Caroline Time.

Digital signage installed by CTPG with full RGB matrix technology with 32x64 pixels for one total availability display.

Special Event Management – You can manually set it as “not available” but is that on a time? Or do you have to manually release it?

Optional – Secure Park ID – key fob to identify vehicles and connected to payment information for “Park and Go” option.

80 hours of training provided

Vendor: Duncan Parking Technologies

Solar powered sensors – we have too many trees in our lots
Uses LoRa technology – an upgrade to the LoRaWAN standards

I did not like who their response had an aire of “what you chose is poor...you should do it this way.”
We did not ask or inquire about meters.

Vendor: eleven-x

Sensor Type: patented SPS-X parking sensors
Software Application: eXactpark Smart Parking Solution
Network Design: LoRaWAN
Hosting: full external hosting and managed service on AWS
Primary Browsers: Google Chrome or Microsoft Edge
Customer App: available on iOs and Android

Dedicated Account Rep: Kuljit Saggu

Support by phone – 9am to 5 pm EST Monday – Friday. On-site support through local partners is possible with additional fees

What are some examples of what would be replaced or investigated as it relates to software maintenance, eXactnav mobile app, network server maintenance, and digital signage software?

- + Manufacturer of sensors and application platform
- + Clients: University of WI Milwaukee; Arlington,VA has already made a price change based on the data
- + Partnered with Clements for the installation of gateways and digital displays
- + Partnered with Parking Guidance Systems Coordinate the installation of parking sensors
- + Integration possible with RideShark
- +Already integrated in with T2

Downtime Notification: 48 hours

- +Data can be downloaded or transferred through APIs. APIs can retrieve historical events or data push functionality
- + Turn by turn directions to a chosen stall by type and location
- +
 - Available Reports (real-time and historical)
 - Occupancy
 - Turnover
 - Duration
 - Set alerts for enforcement personnel
 - Alerts Available (by email):
 - Non-reporting sensors

External Lot Signage:

- Wireless (cellular communication)
- Solar powered
- Produced by Papercast
- Alarms available on display condition, operation, and performance
- 28" displays providing 3840 x 1080 display resolution
- Post mount brackets included. Posts will be extra
- Sensor: SPS-X Parking Sensor:
 - Battery up to 10 years (19,000 mAh) based on 30 state changes per day
 - Greater than 99% accuracy
 - In ground within asphalt with epoxy
 - Surface mount no concrete. Can be reused for in ground functionality
 - Contains 75% recycled materials
 - Each sensor is assigned a secret key and is paired with a unit DevEUI (serial number)
 - In ground installation is the most secure- cured epoxy
 - Surface mount: security Torx screws and nylon anchors and sealant

Gateway: Kerlink Gateways Indoor, Outdoor

- Eleven-X managed network
- 99.9% uptime
- Does not require any network access from Clemson University
- Require AC Power
- No mounting on lightpoles. Rooftops only.

Requests/Expectation of PATS Team:

- Assistance in ensuring parking stalls are clearly delineated
- Installation areas clear of parking vehicles prior to installations

Software: eXactpark application

- User/password protected with role management
- Data back up policy and quarterly security reviews

Warranty – standard 1 year warranty. Extended 10-year sensor warranty for extra fee. 5 year warranty is included at no charge but 10 year is available for a fee.

Optional Features

- Parking Enforcement – overstay alarms by specific space type or locations
- Includes API to integrate existing payment solutions

Extended 10 year warranty
Premium Maintenance and Support Plan
If we don't get this plan, do we not have regular meetings with our account manager?
Can refresher training not be provided?
Complete Phase I and Ia at the same time – no cost
Expand into the garage monitoring
Additional Signage Options

25 Gateways to be installed. Includes a POE to protect against a surge protection.
Can the gateways be wired up along the camera system?
Accessibility – this is the gold standard for submissions. It appears trustworthy.

Vendor: Parking Logix

Using NWave sensors and digital signs (uses LoRaWAN)
+ 99.8% accuracy
Multiple players in the project.
Cannot complete Phase I until Jan 25. This is unacceptable.
How to verify 200 spaces at the same time? This would not be by lot.
Two year warranty

RAKwireless-WisGate Edge gateway.
Sensors should NOT be Clemson branded.
BLE tags not needed.
No accessibility options on the actual apps.

Too many people involved in this process.

Vendor: Pivot Parking

Pivot Parking is based in Greenville.
Collaborating with GOSPACE Labs. – supplier of parking tools and LoRaWAN operator.
2 parking sensor alternatives
Parking guidance signs

Recommended Sensor – Mini Version – lasts up to 14.5 years and backed with 10 year warranty.
Does it have to pair with IoT permit cards?

Solor powered sign solution with flip-dot technology for high visibility.

Deploy 5 outdoor LoRaWAN gateways. Is this enough?

Electronic Card Use
Individual payment per space.

Parking Around App

Evaluator's Score Sheet

Solicitation Name: Single Space Occupancy Sensors
 RFP # 184054500

Evaluation Criteria	Maximum Points Possible	Vendor 1 Carolina Time	Vendor 2 Duncan Parking Technologies	Vendor 3 eleven-x	Vendor 4 Parking Logix	Vendor 5 Pivot Parking
A. Experience/Qualifications/References of past performance with projects of similar scope	40	5	3	40	5	5
B. Project Plan and Software Capabilities and System Maintenance	30	5	1	30	5	5
C. Cost	25					
D. Options and Security and Alarm Features	5	1	0	5	1	1
TOTAL	100	11	4	75	11	11

Evaluator's Signature: Dan Hofmann Date 5/29/24

In an effort to support my evaluation of this RFP, I hereby provide a brief explanation for each score given to each Offeror.

Vendor: Carolina Time

Can not meet install schedule. 1 yr. warranty only. Farmed out the sensors and software to other companies (Nave and Japa). We asked for full turnkey operations for sensor manufacturer, software development and app. Reference is for counting solution in garages specifically called out Greenville.. Very misleading to say controlling 8000 spaces in garages. Verified with Bill Foster in Greenville. When it works it works but counts drift and they are not using single space sensors. Counting cars going in and out with sensors at the gates... Accessibility docs not provided. CCIT was not impressed with their gateway set up.

Vendor: Duncan Parking Technologies

Missed the boat and were not responsive. Offered a different solution and used a boiler plate document which talked about meters and maintenance and collections training... Non responsive with accessibility submission or lack thereof and CCIT did not like their submission for gateways which had limited capacity.

Vendor: eleven-x

Provided us with a turnkey operation. Manufacturers sensors develops software and mobile app. Sensors system and app have received awards. Major installation in Virginia with 4,500 sensors and at University of Wisconsin. 5 year warranty and they can do phase 1 and 1a together and came prepared and did their homework by already connecting with Ride Shark and local support provider in Clements Electric who the campus already uses. For installation, they are partnering with Parking Guidance Systems who has experience with large deployments Excellent signage package. Best battery capacity with 30 transactions per day. Proposed excellent timed enforcement options. CCIT liked their network configuration the best. Great presentation of coverage via using wireless topology to configure gateway placement to maximize coverage. Surge protection built in. Accessibility submission was a role model text book submission with a VPAT report and a independent auditor and a roadmap. Liked the accessibility of the app and the direction they are going with their roadmap They can hit the ground running.

Vendor: Parking Logix

Can not meet install schedule and actually switched install schedule to do phase 1A first and then phase 1 during winter break...??? References are for counting solution technology not single space sensors. Partnering with NWAWE so not full turnkey operations for sensor manufacturer, software development and app. Only 2 year warranty. CCIT felt it was a rubber stamp of Carolina time. They did not like their rack wireless gateway system. Accessibility docs not complete and actually non responsive. Options presented not useful.

Vendor: Pivot Parking

Only 5 gateways. Based in Greenville yet their market is in Europe with a sensor not really seen in USA.... Can meet timeframe but only can process 20 transactions per day so sensor capacity is weaker. SLA of 99.9% may cost them money in credits to us as that is very aggressive accuracy claim based on our experience. Offered 10 year warranty.

Evaluator's Signature: _____ *Dan Hofmann* _____ Date 5/28/24



Intent to Award

Posting Date: 6/10/2024

This is a statement of intent to award a contract and becomes the official statement of award effective June 20, 2024 unless otherwise suspended or canceled. Vendors are cautioned not to begin work on the contract or incur any costs associated with the contract prior to the effective date of the contract. Clemson University assumes no liability for the expenses incurred by vendors prior to the effective date of the contract.

Award inquiries should be addressed to the Contracting Officer at kfinan@clemsion.edu. Bidder's right to protest as listed in section 11-35-4210(1)(b) in the South Carolina Consolidated Procurement Code applies to this award. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the appropriate chief procurement officer in the manner stated in subsection (2). To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date of award or notification of intent to award is posted, whichever is earlier; and (ii) submit your actual protest within fifteen days of the date of award or notification of intent to award is posted, whichever is earlier. A matter that could have been raised pursuant to 11-35-4210 (1) (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

Protest to be filed with:
Chief Procurement Officer
Information Technology Management Office
1201 Main Street, Suite 430
Columbia, SC 29201
Facsimile: 803-896-0789
E-Mail: protest-itmo@cio.sc.gov

Solicitation #: 184054500

Issue Date: March 18, 2024
Closing Date: April 16, 2024

Description: Single Space Parking Occupancy Sensors



Office of
**PROCUREMENT AND
BUSINESS SERVICES**

Awarded To: eleven-x
100 Shockoe Slip
2nd Floor
Richmond, VA 23219

Estimated Contract Amount: \$5,659,506
Evaluated Amount: \$3,321,773.71

Initial Contract Period: 6/20/2024 – 6/19/2025
Maximum Contract Period: 6/20/2024 – 6/19/2029

Michael Nebesky
Director, Procurement and Business Services



July 3, 2024
Mr. John St. C. White
Chief Procurement Officer
Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

Re: Protestation of Intent to Award Clemson Solicitation 184054500

Dear Mr. White,

In response to the protest lodged against solicitation 184054500 issued by Clemson University, I hereby request the dismissal of this protest, as Clemson University has thoroughly reviewed the points raised by the protester and determined them to be invalid or not accurately reflecting the complete facts of this matter.

Request for Dismissal of Protest

Clemson requests that this protest be dismissed based on the following reasons:

Experience(Reference projects)

With regards to the specific projects that Carolina Time & Parking Group(CTPG) is asking to be disallowed due to belief that the Eleven-x deployments do not qualify to be considered under the Scope of Work and thus should disqualify or reduce their experience score in the RFP Calculations. Eleven-x has provided further detail refuting these claims as outlined in the following for each specific project called out by CTPG:

The Scope requested the following, “Vendor will provide references and contact information for a minimum seven (7) jurisdictions of which at least two (2) are College or University jurisdictions preferably of similar size to Clemson University who have had their product on or off street for at least one (1) year. Each such reference must include the project name and location, the scope of equipment and services provided, and the name, address, email, telephone, and fax numbers of the person who may be contacted for reference information.”

The following projects were called out as specifically not meeting the above requirement for references. Further investigation shows the following with regards to these projects

University of British Columbia

- Both surface mount and in-ground sensors are currently deployed
- The initial installation in 2017 were indeed PNI sensors, however in 2021 sensors were replaced with Eleven-x SPS-X sensors and the network equipment and software solution remained Eleven-x’s.



University of Wisconsin – Milwaukee

- Both surface mount and in-ground sensors are currently deployed
- Signage is included and was provided by ParkingLogix
- They currently have 1,524 parking sensors deployed
- A public facing website that shows live occupancy down to the stall level is included in this installation

City of Arlington Virginia

- This installation is for mostly in-ground sensors with 1 lot using surface mount sensors
- All Eleven-x sensors that have been installed, 4,364 have real-time parking availability using the eXactnav software from Eleven-x. This is easily verified by downloading the application and typing in Arlington, VA which will allow you to pick a neighborhood and drill down to the parking spot level

City of Stratford, Ontario

- This installation is totally in-ground
- The initial installation in 2017 were indeed PNI sensors, however in 2021 sensors were replaced with Eleven-x SPS-X sensors and the network equipment and software solution remained Eleven-x's eXactnav.

Based upon the above facts these projects meet the Scope of Work and should be included when scoring the Experience of Eleven-c.

Accuracy

Eleven-x has verifiable audits certifying their sensors to 99.7% and is willing to share those if required, and in fact a recent audit of their installation in downtown Toronto yielded 100% accuracy. They publish the 99.5% accuracy number in order to look good when they hit a higher figure.

This meets the Scope of Work requirement.

Sensors

Eleven-x is offering Clemson their SPS-X sensor that is able to be installed both surface mounted and in-ground mounted. With a bright orange frame around the sensor to minimize any tripping hazard, although there is no standard for tripping hazards in parking lots/spaces per Clemson's Occupational Safety Manager.

The sensors meet the requirements of the Scope of Work as well, and are deemed acceptable by Clemson's Occupations Safety Manager

SOC2 Requirement

A SOC2 report was requested from each bidder for the software application that was being submitted as part of their package. Clemson does have in its possession a current SOC2 Report from Eleven-x, they noted in their response that they were working to complete a new SOC2 audit.

Sub-Contracting

Eleven-x would be as noted utilizing sub-contractors to do the installation, but the software and sensors are still theirs and not a 3rd parties. They chose to utilize Clements Electric as a sub-contractor due their knowledge of Clemson's campus as a current contract on other Clemson projects, and PSG as they are an experienced partner.



This would be a normal relationship for this industry and an installation of this size.

Delivery Schedule

All bidders were aware of the tight timeline which is due to the availability of the parking lots during the Summer before the students return to campus in the Fall.

5 Year Cost Comparison

We used all of the bidder's initial Financial Proposal values to determine the cost score in the RFP calculations, this fact was noted in the Scope of Work

"The cost of the proposal must be submitted separately from the technical proposal. Cost must be all inclusive of all to include any travel, lodging, and other expenses. Cost must be entered into the online bidding system where required. Your separate cost proposal may go into more detail in terms of cost breakdown, options, etc..., but it must also clearly indicate the cost you are entering in the online system. This is the cost that will be used for evaluation purposes and should reflect the cost for the base technical proposal you are offering in response to this solicitation. If there are conflicts in the costs you propose or Clemson can not clearly determine a total cost for your proposal, your response may be deemed non-responsive."

The final contracted price as shown in the Intent to Award is for the full 10,951 sensors and was negotiated from the initial proposal to that final figure.

Bid Process

RFP Document

The scope of work was written by our Department of Parking and Transportation Services who are experienced parking professional and highly knowledgeable regarding the industry. The scope was written for what this team deemed to be the requirements for a "Best in Class" campus-wide single space occupancy sensor system.

Battery Capacity

Since it has been determined that Eleven-x will be installing the SPS-X sensor would be as noted the 19,000mAh which does exceed the required 18,000mAh in the Scope.

RFP Process

- The actual time open for the bid was in accordance with standard requirements of open for 2 weeks for bidders to submit their questions and 2 weeks after the posting of the addendum containing the questions and answers.
- A site visit was held, but there were not individual site visits for any company.
- As noted previously the evaluation was based upon what each company submitted as their Technical and Financial profiles, and that was what the panel was charged with evaluating.

Summary

It is the position of Clemson University that the current protest lodged by Carolina Time & Parking Group is not based on any legitimate grounds but rather on its unwillingness to accept the decision of the evaluation panel to award the business to a competitor. The awarded Offeror(Eleven-x) best met the requirements set forth in the Scope of Work for this project. The evaluation process and final scoring reflect that with Carolina Time & Parking Group finished finishing as the lowest scored Offeror. We believe it is simply because of the value of the project, that it was awarded to a competitor, and that is a high profile project across the industry that Carolina Time & Parking Group is trying to make a case that Eleven-x could not have scored that well and Clemson manipulated the Scope and the scoring, and while we understand their position in losing the contract, the facts of their



protest appear to be clearly grasping for claims that simply are not there.

For all these reasons, Clemson requests a decision to dismiss the protest based on the facts of the case as quickly as possible to allow Clemson to award this new contract and begin working with an Eleven-x to get the installation completed before the start of the Fall semester.

Respectfully,

Kevin Finan

Kevin Finan
Procurement Manager, Procurement and Business Services

Exhibit J

Knowing Exactly Where Available Parking is Makes the All Difference

Remove the searching, circling and frustration while gaining true occupancy data with a smart parking system that provides accurate, 24/7 real-time monitoring at the stall level

Designed for all environments, eXactpark is a smart parking system that helps organizations and businesses provide a better parking experience for their communities.



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Smart parking starts with innovative sensor technology.

The wireless SPS-X is an **award-winning** patented sensor that collects and transmits status and data in real-time and includes industry-changing features such as:

- **99.5% pinpoint accuracy** in all environments
- **Exceptional reliability** that is continually tested
- **Ultra-long battery life** that lasts up to 10 years via LoRaWAN® technology