

HENRY MCMASTER, CHAIR  
GOVERNOR  
CURTIS M. LOFTIS, JR.  
STATE TREASURER  
BRIAN J. GAINES  
COMPTROLLER GENERAL



THE DIVISION OF PROCUREMENT SERVICES  
DELBERT H. SINGLETON, JR.  
DIVISION DIRECTOR  
(803) 734-8018  
JOHN ST. C. WHITE  
MATERIALS MANAGEMENT OFFICER  
(803) 737-0600  
FAX: (803) 737-0639

HARVEY S. PEELER, JR.  
CHAIRMAN, SENATE FINANCE COMMITTEE  
BRUCE W. BANNISTER  
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE  
GRANT GILLESPIE  
EXECUTIVE DIRECTOR

## Protest Decision

**Matter of:** AccessAbility Officer  
**File No.:** 2025-216  
**Posting Date:** May 20, 2025  
**Contracting Entity:** College of Charleston  
**Solicitation No.:** 2025-SDM-000000294-RFP  
**Description:** Digital Accessibility Professional Services

### DIGEST

The Chief Procurement Officer (CPO) denies protest of AccessAbility Officer. AccessAbility's protest is attached as Exhibit A.

### AUTHORITY

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

### BACKGROUND

On February 8, 2025, the College of Charleston (the College) issued this solicitation seeking a provider to assess the current state of its digital accessibility compliance, offer detailed solutions recommendations, and provide an implementation roadmap. [Exhibit B] By the deadline for receipt of bids, the College received twelve offers, one of which was from AccessAbility. [Exhibit C] On April 29, 2025, the College posted a notice of intent to award a contract to Grand River Solutions, Inc. (Grand River). [Exhibit D] On May 1, 2025, AccessAbility protested.

## DISCUSSION

AccessAbility requests that the College's proposal evaluation panel re-evaluate proposals based on AccessAbility's assessment of Grand River's website homepage. AccessAbility alleges that Grand River's website fails to meet minimal accessibility standards and questions Grand River's ability to assess the accessibility of the College of Charleston's websites, if its own is not accessible. In short, AccessAbility has conducted its own limited review of its competitor's responsibility and found it wanting.

The source-selection method for this procurement is the competitive-sealed proposal method, also known as the request for proposal method (RFP). The award of a contract resulting from an RFP is governed by S.C. Code Ann. §11-35-1530(9), which states:


Award must be made to the **responsible** offeror whose proposal is determined in writing to be the most advantageous to the State, taking into consideration the evaluation factors set forth in the request for proposals, unless the procurement officer determines to utilize one of the options provided in Section 11-35-1530(8). The award of the contract must be made on the basis of evaluation factors that must be stated in the RFP. The contract file must contain the basis on which the award is made and must be sufficient to satisfy external audit. Procedures and requirements for the notification of intent to award the contract must be the same as those provided in Section 11-35-1520(10).

A responsible offeror is one "who has the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance which may be substantiated by past performance." S.C. Code Ann. §11-35-1410(8), Reg. 19-445.2125(A). An offeror may demonstrate the capability to perform a contract not only through its own resources but the ability to obtain resources via subcontracting or hiring consultants. Reg. 19-445.2125(A). Section 11-35-1810 requires the procurement officer to ascertain the responsibility of a vendor before awarding it a contract. A procurement officer's responsibility determination is "final and conclusive unless clearly erroneous, arbitrary, capricious, or contrary to law. S.C. Code Ann. §11-35-2410. The protestant has the burden of proving that the procurement officer had no rational basis for her decision. Appeal of Venturi Tech. Partners, Panel Case No. 2004-1

When considering an allegation such as AccessAbility's, the CPO will limit his review to determining if there is sufficient evidence in the procurement file for the procurement officer to rationally conclude that the vendor awarded the contract was responsible. In this case, the College made reference checks with three universities. [Exhibit E] Each of these references were positive. Moreover, Grand River's proposal includes a lead consultant "who served as the co-lead of the National Digital Accessibility Team for the Office for Civil Rights in the US Department of Education." Based on Grand River's past performance with universities and the credentials of its lead consultant, the procurement officer had a rational basis to conclude that Grand River was a responsible offeror. Therefore, the procurement officer's decision was not clearly erroneous, arbitrary, capricious, or contrary to law.

## **DECISION**

For the reasons stated above, the CPO denies AccessAbility's protest.



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John St. C. White  
Chief Procurement Officer

Columbia, South Carolina

## 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.

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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 SubscribeITs, 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**

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\_\_\_\_\_  
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: \_\_\_\_\_

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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.**

# Exhibit A

**From:** [Tanner Gers](#)  
**To:** [Protest-MMO](#)  
**Subject:** [External] Solicitation: 2025-SDM-000000294-RFP  
**Date:** Thursday, May 1, 2025 3:16:36 AM  
**Attachments:** [Grand River Solutions homepage compliance report.csv](#)

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Hi Chief Procurement Officer and team,

I don't mind losing contracts. We were not the lowest bid. However, I am protesting this award being the best value for Charleston and request the evaluation committee to consider the following information:

Note, this is all being delivered within 24 hours of the award announcement during a very busy week for us.

1. Charleston may not be able to assess vendors for accessibility compliance, but with any free accessibility testing tool with automation like DARTSuite (our tool), or WAVE, or Axe, or MS Insights, you will find accessibility violations on the vendor's homepage.

This includes color contrast and missing link text, affecting visually impaired, cognitively impaired, and those with mobility disabilities using speech navigation.

2. How strong of an accessibility partner will Grand River Solutions be for Charleston if they cannot ensure the accessibility of their own website? I can appreciate missing a few manual issues for teams without any disabled testers on staff, but there is no excuse for there being multiple automated accessibility issues, such as missing link text and color contrast violations. These are elementary accessibility violations to find and fix.
3. Using manual testing methods, there's multiple high severity violations on their homepage blocking multiple disability categories. How strong of an accessibility partner will Grand River Solutions be for Charleston if they have accessibility violations that actually block some users from accessing their own website?

If Charleston's chosen accessibility vendor cannot meet minimal WCAG 2.1 AA compliance on their own website, how will they do it for Charleston?

Charleston has much more complex digital environments than a simple marketing website. While the "initial" cost of \$99,000 might be lower than our proposal by a significant margin, the cost of litigation, depreciating brand, bad publicity, and more headache/frustration will be significantly more in the short and long term.

To be fair, we did not cherry pick a bad page on their site. We only looked at the homepage and are reporting on the accessibility compliance status of the homepage. Our report is attached to this email for your review with the technical details,

screenshots, code containing the violations, and more.

I appreciate you considering this protest, the evidence provided to justify the same, and hope it helps you understand the potential mistake Charlston is seemingly unintentionally making.

Thank you,

Tanner Gers  
CEO

**AccessAbility Officer**

*Empowering Abilities, Enhancing Accessibility*

[Schedule Focused Time with me Here](#)

Let's [Connect on LinkedIn](#)

c: 520.904.6874

o: 518.718.2383

[Tanner.Gers@AccessAbilityOfficer.com](mailto:Tanner.Gers@AccessAbilityOfficer.com)

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## Solicitation Outline

I. Scope of Solicitation/Introduction	(Pg 1)	VI. Terms and Conditions Proposal	(Pg 11)
II. General Instructions to Offerors	(Pg 2)	VII. Information Security and Technology	(Pg 25)
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**IMPORTANT:** This solicitation may contain additional documents under separate attachments with more precise descriptions of the physical and/or functional characteristics of the supplies, equipment and/or services requested. Refer to the “Buyer Attachments” section and any other attachments for further details.

## I. SCOPE OF SOLICITATION/INTRODUCTION –

**ACQUIRE SERVICES AND SUPPLIES / EQUIPMENT (C.02.15):** The purpose of this solicitation is to acquire services and supplies or equipment complying with all terms and conditions of this document and any additional documents found in the “Buyer Attachments” section. [01-1005-1]

**DEFINITIONS, CAPITALIZATION, AND HEADINGS (C.02.15):** Clause headings used in this solicitation are for convenience only and shall not be used to construe meaning or intent. Even if not capitalized, the following definitions are applicable to all parts of this solicitation, unless expressly provided otherwise.

**Addendum** – A document issued to supplement the original solicitation document. Also referred to as “Amendment”.

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

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

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

**College** – College of Charleston, its officers, officials, employees and volunteers. Also referred to as “Agency”, “Agent”, “Ordering Entity” “State Agency”, “State Agent” and “Using Governmental Unit”

**Contract** – A legally binding agreement between parties, enforceable by law. See clause entitled “Contract Documents & Order of Precedence.”

**Contract Modification** – A written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled “Changes”, if included herein, authorizes the Procurement Officer to order without the consent of the Contractor.

**Contractor** – The Offeror receiving an award as a result of this solicitation

**Offer** – The bid or proposal submitted in response this solicitation. The terms “Bid” and “Proposal” are used interchangeably with “Offer.”

**Offeror** – The single legal entity submitting the offer. The term “Bidder” is used interchangeably with the terms “Offeror” and “Vendor.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”

**Procurement Officer** – The person, or his/her successor, representing the College of Charleston in this solicitation; identified as such in the solicitation, on an addendum and/or award notice.

**Solicitation** – An invitation or request used to obtain bids, proposals or quotes for the purpose of entering into a contract. The solicitation consists of this document, specifications, attachments and any amendments.

**Specifications** – A precise description of the physical or functional characteristics of the supplies, equipment and/or services requested in this solicitation. Specifications for this solicitation are published in a separate document under the “Buyer Attachments” section.

**State** – The State of South Carolina

**Subcontractor** – Any person you contract with to perform and/or provide any part of the work.

**Work** – All labor, materials, equipment, services and/or property of any type to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract

**Us and We** – The College of Charleston

**You and Your** – Offeror and/or Contractor [02-2A003-2]

## **II. INSTRUCTIONS TO OFFERORS –**

**ADDENDA (C.08.14):** The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor <http://ebid.cofc.edu> for the issuance of addenda. Offerors shall acknowledge receipt of any addenda to this solicitation by checking the appropriate box under the “ Questions” section on this eBid site. If an addendum is issued for this solicitation, all unmodified terms and conditions remain unchanged. [02- 2A005-1]

**AUTHORIZED AGENT (S.02.15):** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

**AWARD NOTIFICATION (C.07.19):** Notice regarding any award, cancellation of award and/or extension of award will be posted on our web page: [College of Charleston eBid Results](#). Should the contract resulting from this Solicitation have a potential value of \$100,000.00 or more, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.[02-2A010-2]

**BID ACCEPTANCE PERIOD (C.04.13):** In order to withdraw your Offer after the minimum period specified in the solicitation”, you must notify the Procurement Officer in writing. [02-2A020-1]

**BID / PROPOSAL AS OFFER TO CONTRACT (C.11.12):** By submitting your Bid or Proposal, you are offering to enter into a contract with the College of Charleston. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Supplier Response. An Offer may be submitted by only one legal entity. “Joint bids” are not allowed. [02-2A015-1]

**BID IN ENGLISH AND DOLLARS (S.01.06):** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (C.11.12):** Giving false, misleading or incomplete information on this certification may render you subject to prosecution under Section 16-9-10 of the SC Code of Laws and other applicable laws.

A. By submitting an Offer, the Offeror certifies that-

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

- a. Those prices;
- b. The intention to submit an offer; or
- c. The methods or factors used to calculate the prices offered.

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

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

B. Each signature on the offer is considered to be a certification by the signatory that the signatory-

1. Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs A.1 – A.3 of this certification

2. 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 – A.3 of this certification [As used in this subdivision B.1, the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal]

3. As an authorized agent, does certify that the principals referenced in subdivision B.1 of this certification have not participated, and will not participate, in any action contrary to paragraphs A.1 – A.3 of this certification; and

4. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs A.1 – A.3 of this certification.

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

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (C.02.15):**

A.

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

a. Offeror and/or any of its Principals-

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

(2) 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

(3) 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.a.(2) of this provision.

b. 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 paragraph A.1, Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

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

E. The certification in paragraph A of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the College, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

**CODE OF LAWS APPLICABLE (C.11.12):** [SC Code of Laws, with Consolidated Procurement Code](#) and [SC Code of Regulations](#). [02-2A040-2]

**COLLEGE OFFICE CLOSINGS (C.11.12):** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the College of Charleston 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 operating processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If the College of Charleston is closed at the time of a pre-bid or pre-proposal conference, an Amendment will be issued to reschedule. Helpful information may be found at [College of Charleston Emergency Information](#)

**DEADLINE FOR SUBMISSION OF OFFER (C.11.12):** Any offer received after the deadline stated in online eBid system, shall be rejected unless the offer has been delivered to and date/time stamped by the College of Charleston Office of Procurement or College of Charleston Mail Services. [R.19- 445.2070(H)] [02-2A050-1]

**DELIVERY/PERFORMANCE LOCATION - PURCHASE ORDER (S.01.06):** After award, all deliveries shall be made and all services provided to the location specified by College of Charleston in its purchase order. [03-3015-1]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (C.02.15):** 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 College of Charleston may withhold award. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your Offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

**DRUG FREE WORK PLACE CERTIFICATION (S.01.06):** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the SC Code of Laws, as amended. [02-2A065-1]

**ETHICS CERTIFICATE (C.02.15):** 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 the [SC Ethics Act](#), Title 8, Chapter 13 of the SC Code of Laws, as amended. The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The College of Charleston may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If Contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, Contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed. [02-2A075-2]

**ETHICS – PROHIBITED COMMUNICATIONS AND DONATIONS (C.02.15):** 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 College of Charleston 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.

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

**OPEN TRADE REPRESENTATION (S.06.15):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11- 35-5300. [02-2A083-1]

**OPEN TRADE (S.06.15):** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07- 7A053-1]

**PROTESTS (S.05.19):** If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [Section 11-35-4210] [02-2A085-1]

**PROTEST - CPO - ITMO ADDRESS (JUN 2006):** Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and **submitted in writing**

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

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

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

[02-2B120-1]

**PUBLIC OPENING (C.04.13):** Offers will be electronically unsealed and/or publicly opened at the date, time and location identified in the bid documents, or last Amendment, whichever is applicable. [02-2A090-1]

**QUESTIONS – DUTY TO INQUIRE (C.02.15):** Offeror, by submitting an Offer, represents that he/she has read and understands the Solicitation and that his/her Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the College's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

**QUESTIONS FROM OFFERORS (C.02.15):**

A. Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated under the "Activities" tab of this solicitation. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19- 445.2042(B)]. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question.

B. The College of Charleston seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

**REJECTION / CANCELLATION (C.11.12):** The College of Charleston may cancel this Solicitation in whole or in part. The College of Charleston may reject any or all bids, offers and/or proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.] [02-2A100-1]

**RESPONSIVENESS / IMPROPER OFFERS (C.06.15):**

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 College of Charleston cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19- 445.2070 and Section 11-35-1520(13)]

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

E. **Unbalanced Bidding:** The College of Charleston 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 College even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount.

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

**SECURITY (C.11.17):** The College of Charleston is located in an urban setting. Buildings are secured by Campus Police officers after normal operating hours. Buildings during summer months are open as-needed to reflect operational needs (ex., Maymester and summer school, summer conference housing for specialty groups). Campus Police Officers conduct frequent checks of building interiors daily. Access to residence halls is restricted to residents and their guests. Numerous security cameras are strategically placed within major residence hall facilities and around campus (e.g. stairwells, lobbies, laundry areas, on buildings, on poles). Security review of buildings and security maintenance updates are ongoing.

- A. All Contractor personnel MUST sign in when arriving on and sign out when departing campus. This can be done at College of Charleston's Central Energy located at 78 Coming St, Charleston, SC.
- B. Access to student housing buildings must be with a College staff escort. The escort must remain with the Contractor at all times.
- C. Access to any interior space of facility outside of the scope of work is strictly prohibited.
- D. Personnel must be readily identifiable as Contractor's employees by appropriate attire and/or by identification badge while on campus.
- E. Contractor shall maintain roster sheets of all of employees assigned to the College's premises.
- F. The College of Charleston reserves the right to require and/or review security background checks of any Contractor and/or its employees.

**SIGNING YOUR OFFER (C.11.12):** For electronic submittals, every Offer must be "signed" electronically through this eProcure site by an individual with actual authority to bind the Offeror. Your electronic submittal of an Offer serves as your signature. For paper submittals, every Offer must be signed by an individual with actual authority to bind the Offeror. For both methods of submittal:

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

#### **DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)**

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

**SUBMITTING A PAPER OFFER OR MODIFICATION (C.03.15):** Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification online via <http://ebid.cofc.edu>. Paper offers are discouraged. If you must submit a paper offer or modification, the following instructions apply:

- A. All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).
  - B. (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package.  
(2) Submit your offer or modification to the address noted in solicitation  
(3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof.
  - C. If you are responding to more than one solicitation, submit each offer in a separate envelope or package.
  - D. Submit the number of copies indication in solicitation
  - E. Facsimile or email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.
- [02-2A130-2]

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (C.02.15):** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to 4% of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of \$50,000.00 annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC- 2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small

and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. For a list of certified disadvantaged small businesses, please consult the [OSMBA Minority Business Directory](#). [02-2A135-1]

**TAXES – OMIT FROM PRICE (C.11.12):** Do not include any sales or use taxes in your price that the College of Charleston may be required to pay. [02-2A080-1]

**UNIT PRICES REQUIRED (S.01.06):** Unit price to be shown for each item. [02-2B170-1]

**WITHDRAWAL OR CORRECTION OF OFFER (C.11.12):** Offers may be withdrawn electronically by logging into eBid system, accessing submitted bid, then clicking on 'Withdraw Bid' link or by written notice received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. To withdraw your offer after a minimum period specified, you must notify the Procurement Officer in writing. [02-2A150-1]

### **III. INFORMATION FOR OFFERORS TO SUBMIT -**

#### **CONTENTS OF OFFER (RFP) (FEB 2015)**

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

[02-2B040-2]

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (C.02.15):** Unless submitted by electronic means, Offeror shall submit a cover letter signed by a person with authority to commit Offeror to a binding contract. Offeror should submit all other information and documents requested in this solicitation and any appropriate attachments addressed. By submitting a bid/proposal, Offeror agrees to all terms, specifications and condition of solicitation. [04-4010-2]

#### **Questions**

##### **Rights (Property, Intellectual) and College Data**

1. Please confirm that any College data collected will be stored in the US and not offshore.
2. Please provide documentation regarding to whom the College's data may be provided – either free or purchased – and why it may be provided to them. Please provide a copy of any data sharing agreement you may offer to a third party.
3. Upon termination of services, please describe in detail how the College's data is managed, stored, permanently deleted, etc. Please provide documentation on how that data is used if not deleted.
4. Please provide a list of any College of Charleston data provided through any interface with the vendor or its solution that may be used in raw or aggregate.

##### **Experience**

1. Please describe your experience and history related to implementations at higher education institutions, specifically listing experience with integrations typical to higher education institutions' systems. If none, please describe what experience you have at other types of institutions.

### Implementation

1. Please describe your strategy to work with higher education institutions related to the academic calendar and resource availability.
2. Include an ideal timeline for implementation of your assessment in an environment like that of the College.

### Training

1. Describe in detail the training available to the College's technical and functional administrators, SMEs (Subject Matter Expert.), and the user community. Are there videos or documentation available for the College to provide through the Faculty/Staff or Student LMS (Learning Mgmt. System)? Can the training tools be localized to fit our branding?
2. Will you provide the College with the most recent and future versions of the applicable compliance certificate/audit report?

## IV. QUALIFICATIONS –

**QUALIFICATION OF OFFEROR (C.11.12):** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the College of Charleston, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. SC Code Section 11-35-1810. Please register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm> [05-5005-2]

**QUALIFICATIONS – REQUIRED INFORMATION (C.11.12):** In order to evaluate your responsibility, Offeror shall submit the following information or documentation with their bid:

- A. Include a brief history of the Offeror's experience in providing work of similar size and scope.
- B. A narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your [05-5015-2]
- C. Cost proposal: please submit the types of roles, their function, and hourly rates that may be associated with supporting the technical and functional needs of the recruitment and admissions business processes.

**SUBCONTRACTOR – IDENTIFICATION (C.02.15):** If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either exceeds 10% of your price or otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the College of Charleston may evaluate your proposed subcontractors. [05-5030-2]

## V. AWARD CRITERIA

**AWARD CRITERIA – PROPOSALS (JAN 2006):** Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

**NOTE:** *Proposers who are unable to meet our mandatory requirements will be found non-responsive and will not have their proposals evaluated.*

**COMPETITION FROM PUBLIC ENTITIES (S.01.06):** 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 nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

**DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (C.02.15)** Submit your best terms from both a price and a technical standpoint. Your offer may, as practicable, be evaluated and accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the College may elect to conduct discussions, including the possibility of limited revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the College may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The College of Charleston may also elect to conduct negotiations, beginning with the highest ranked Offeror, or seek best and final offers, as provided in Section 11-35-

1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the solicitation. If negotiations are conducted, the College may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

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

Offers will be evaluated using only the factors stated below. Evaluation factors will be weighted equally. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

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

- 1. Deliverables** - Final deliverables, including reports, gap analyses, roadmaps; support after initial engagement, training, compliance monitoring.
- 2. Accessibility Standards and Guidelines** - Ensures compliance with WCAG 2.1, Level AA and potentially WCAG, Level 2.2.; Proprietary tools, frameworks, or methodologies used in accessibility evaluations.
- 3. Cost** - Cost of assessment/consulting services; costs associated with evaluation, report creation, ongoing support.
- 4. Approach and Methodology** - Approach for web presence and digital platforms; Timeline for assessment, gap analysis, roadmap; Ability to assess/prioritize tasks to meet compliance.
- 5. Company Overview** - Years of Experience; Expertise w/ ERP, LMS, and web platforms for accessibility; similar projects.
- 6. Vendor Demonstration** - Vendor introductions and presentation outlining approach to meet Charleston's requirements including cost estimates.

### **Points for cost will be awarded using the following methodology:**

*Assume the following cost proposals (NOTE: Example Only)*

*Company A. \$50,000*

*Company B. \$38,000*

*Company C. \$49,000*

*Company B with a price of \$38,000 is the low offer. Take the low offer and divide each of the other offers into the lower offer coming up with the mathematical calculation to get a percentage. This percentage is then multiplied by the number of points available for cost. In this example, 15 points are available for cost.*

*\$38,000 is then divided by each of the cost. The results are as follows:*

*Company A \$38,000 divided by \$50,000 = .76*

*Company B \$38,000 divided by \$38,000 = 1.00*

*Company C \$38,000 divided by \$42,000 = .90*

*The next step is to take each company percentage and multiply it by the points available. The results are as follows:*

*Company A .76 \* 15 = 11.4*

*Company B 1.00 \* 15 = 15*

*Company C .90 \* 15 = 13.5*

**UNIT PRICE GOVERNS (S.01.06):** In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **VI. TERMS AND CONDITIONS –**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (C.02.15):**

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 College shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible Procurement Officer with:

1. Proof of the assignment
2. Identity (by contract number) of the specific State and/or College contract to which the assignment applies
3. Name of the assignee and the exact address or account information to which assigned payments should be made.
- B. If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change.
- C. Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### **BANKRUPTCY – GENERAL (C.02.15):**

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 College of Charleston. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State and/or College contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

B. Termination: This contract is voidable and subject to immediate termination by the College of Charleston upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

### **CHANGES (C.02.15):**

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:

1. Drawings, designs, or specifications, if the goods to be furnished are to be specially manufactured for the College in accordance therewith
2. Method of shipment or packing
3. Place of delivery
4. Description of services to be performed
5. Time of performance (i.e., hours of the day, days of the week, etc.)
6. Place of performance of the services.

Subparagraphs A.1 – A.3 apply only if goods are furnished under this contract. Subparagraphs A.4 – A.6 apply only if services are performed under this contract.

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

C. **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, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the College of Charleston is prejudiced by the delay in notification.

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

**CISG (S.01.06):** The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

**COMPLIANCE WITH LAWS (S.01.06):** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

**CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE (C.02.15):**

A. Any contract resulting from this solicitation shall consist of the following documents. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed below.

1. A Record of Negotiations, if any, executed by you and the Procurement Officer
2. The solicitation, as amended
3. Your offer
4. Any statement reflecting the College of Charleston's final acceptance (a/k/a "award")
5. Purchase orders.

B. The terms and conditions of documents A.1 – A.6 shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation,

1. A purchase order or other instrument submitted by the College of Charleston or
2. Any invoice or other document submitted by Contractor.
3. Any privacy policy, terms of use, or end user agreement

Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

C. No contract, license, or other agreement containing contractual terms and conditions will be signed by any employees, agents or officials of the College of Charleston other than the Procurement Officer. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE – SOFTWARE LICENSING – SINGLE AGENCY (S.02.15):**

Notwithstanding the clause

entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements– Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement.

Further, the document titled South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software – Single Agency, which is attached hereto as an exhibit, is offered as information only and does not form part of the contract. [07-7B042-1]

**CONTRACTOR LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (C.03.15):**

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

B. Coverage must include claims for:

1. **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;
2. **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;
3. **Contractual Liability** for the contractor's obligations described in the clauses titled "Indemnification – Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and
4. **Errors, Omissions, or Negligent Acts** in the performance, by the contractor or by any entity for which the Contractor is legally responsible, of professional services included in the work..

- C. If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.
- D. If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)
- E. Coverage shall have limits no less than one million **(\$1,000,000.00) dollars per occurrence** and **five million (\$5,000,000.00) dollars aggregate**.
- F. If the insurance required by this clause is procured on a form affording "claims-made" coverage, then 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 such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.
- G. All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.
- H. The College of Charleston, and the officers, officials, employees and volunteers, must be covered as additional insureds on the policy or policies of insurance required by this clause.
- I. For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the College of Charleston and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the College of Charleston and its officers, officials, employees and volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Prior to commencement of the work, the Contractor shall furnish the College of Charleston with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The College reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.
- K. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the College immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.
- L. Contractor hereby grants to the College of Charleston a waiver of any right to subrogation which any insurer of said Contractor may acquire against the College of Charleston by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the College of Charleston has received a waiver of subrogation endorsement from the insurer.
- M. Any deductibles or self-insured retentions must be declared to and approved by the College of Charleston. The College may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

**CONTRACTOR OBLIGATION – ENVIRONMENTAL HEALTH AND SAFETY (C.03.15):**

- A. Contractors are encouraged to implement their own environmental health and safety programs in anticipation of future mandatory requirements.
- B. Prior to starting work, Contractor shall contact the College's Contract Administrator to ensure they have received pertinent information for the project, including, but not limited to floorplans, permits and utility information.
- C. Prior to starting work, Contractor shall review work site and identify hazards that may occur while performing the job.
- D. Contractor shall ensure proper environmental health and safety precautions are followed in accordance with the Occupational Safety and Health Administration's (OSHA) and the Environmental Protection Agency's (EPA) Code of Federal Regulations (CFR). Additionally, it is the Contractor's responsibility to ensure all applicable State, County and City environmental health and safety requirements are followed.
- E. Contractor shall ensure individuals working at the site are trained and aware of potential hazards. Contractor shall also ensure these individuals are provided with proper safety equipment to prevent accidental injury in accordance with OSHA's CFR.
- F. Contractor shall ensure all personnel follow OSHA, EPA and College of Charleston policies and guidelines, in addition to any jurisdiction(s) in which the work shall be performed.
- G. Contractor shall be responsible for the removal and/or disposal of any/all hazardous waste generated from the project

in accordance with federal, state, local and College regulations. The Department of Environmental Health and Safety is available to address any hazardous waste concerns and must be consulted prior to the removal of said waste from College property. All Contractors performing inspections, construction and repairs at the College of Charleston are required to comply with these requirements. Failure to adhere to these requirements may result in an immediate shutdown of work and breach of contract.

**CONTRACTOR PERSONNEL (S.01.06):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.  
[07-7B060-1]

**CONTRACTOR USE OF STATE AND/OR COLLEGE PROPERTY (C.02.15):** Upon termination of the contract for any reason, the College of Charleston shall have the right, upon demand, to obtain access to, and possession of, all College of Charleston properties, including, but not limited to, current copies of all College of Charleston application programs and necessary documentation, all data, files, intermediate materials and supplies held by the Contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the College of Charleston without the College of Charleston's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

**DAMAGES LIMITATION (C.03.15):** Contractor's maximum liability, if any, to the College for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages. The above limitations of this clause do not apply to any claim for intellectual property infringement or to the clauses entitled, "Indemnification – Intellectual Property" or "Indemnification – Third Party Claims – General".

**DEFAULT (C.02.15):**

- A. The College of Charleston may, subject to paragraphs D – E of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
  - 1. Deliver the supplies or to perform the services within the time specified in this contract or any extension
  - 2. Make progress, so as to endanger performance of this contract (but see paragraph B of this clause)
  - 3. Perform any of the other material provisions of this contract (but see paragraph B of this clause).
- B. The College of Charleston's right to terminate this contract under subdivisions A.2 – A.3 of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.
- C. If the College of Charleston 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 College of Charleston for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- D. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- F. If this contract is terminated for default, the College of Charleston may require the Contractor to transfer title and deliver to the College, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated

portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the College of Charleston has an interest.

- G. The College of Charleston shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The College of Charleston may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the College against loss because of outstanding liens or claims of former lienholders.
- H. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the College of Charleston, be the same as if the termination had been issued for the convenience of the College of Charleston. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the College of Charleston, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
- I. The rights and remedies of the College in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

**DISCOUNT FOR PROMPT PAYMENT (C.11.12):**

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 College of Charleston Accounts Payable receives a proper invoice, and stamps with the date and 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 College of Charleston offices are closed, payment may be made the following business day.

[07-7A020-1]

**DISPUTES (C.02.15):**

A. Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the SC Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Charleston County, State of SC. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

B. Choice of Law: The Agreement, related dispute, claim, or controversy, 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 SC, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

[07-7A010-1]

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 Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

**EQUAL OPPORTUNITY (C.11.12):** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the [US Department of Labor Code of Federal Regulations](#), including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

**FALSE CLAIMS (S.01.06):** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is "guilty" of a crime. [07-7A035-1]

**FIXED PRICING REQUIRED (C.11.12):** Any pricing provided by the Contractor shall include all costs for performing the work associated with that price. Unless otherwise provided in this solicitation, Contractor's price shall be fixed for the duration of this contract. This clause does not prohibit the Contractor from offering lower pricing after award. [07-7A040-1]

**ILLEGAL IMMIGRATION (C.02.15):** Contractor certifies with signing of Offer, compliance with applicable requirements of Title 8, Chapter 14 of SC Code of Laws, [SC Illegal Immigration Reform Act](#) and agrees to provide upon request to the College any documentation required to establish either:

A. That Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or

B. That you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to

A. Comply with the applicable requirements of Title 8, Chapter 14, and

B. Include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

**INDEMNIFICATION – INTELLECTUAL PROPERTY (C.02.15):**

A. Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the College of Charleston, the State 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. The College of Charleston shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The College shall allow Contractor to settle such claim so long as

1. All settlement payments are made by Contractor

2. The settlement imposes no non-monetary obligation upon the College of Charleston. The College shall reasonably cooperate with Contractor's defense of such claim.

B. In the event an injunction or order shall be obtained against College's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either:

1. Procure for the College the right to continue to use, or have used, the acquired item, or

2. Replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by the College.

If neither 1 nor 2, above, is practical, the College may require that Contractor remove the acquired item from the College, refund to the College any charges paid by the College therefor, and take all steps necessary to have the College released from any further liability.

C. Contractors obligations under this paragraph do not apply to a claim to the extent

1. That the claim is caused by Contractor's compliance with specifications furnished by the College unless Contractor knew its compliance with the College's specifications would infringe an IP right, or

2. That the claim is caused by Contractor's compliance with specifications furnished by the College of Charleston if the College knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.

A. As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.

B. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

**INFORMATION SECURITY – SAFEGUARDING REQUIREMENTS (C.02.15)**

1. **Definitions:** The terms used in this clause shall have the same meaning as the terms defined in the clause titled “Information Security – Definitions”.
2. **Safeguarding Information:** Without limiting any other legal or contractual obligations, Contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government and/or College information in its possession. In addition, Contractor shall apply security controls when the Contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph C. of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.
3. **Safeguarding Requirements and Procedures:** Contractor shall apply the following basic safeguarding requirements to protect government and/or College of Charleston information from unauthorized access and disclosure:
  1. Protecting Information on Public Computers or Web Sites: Do not process government and/or College information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government and/or College of Charleston information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).
  2. Transmitting Electronic Information: Transmit email, text messages, blogs, and similar communications that contain government and/or College information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.
  3. Transmitting Voice and Fax Information: Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.
  4. Physical and Electronic Barriers: Protect government and/or College of Charleston information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
  5. Sanitization: At a minimum, clear information on media that have been used to process government and/or College information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>
  6. Intrusion Protection: Provide at a minimum the following protections against intrusions and compromise:
    1. Current and regularly updated malware protection services, e.g., anti-virus, antispyware.
    2. Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.
  7. Transfer Limitations: Transfer government and/or College information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.
4. **Subcontracts:** Any reference in this clause to Contractor also includes any Subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that Contractor authorizes to take action related to government and/or College of Charleston information.
5. **Other Contractual Requirements Regarding the Safeguarding of Information:** This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

**INFORMATION SECURITY – LOCATION OF DATA (FEB 2015):** Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

**INFORMATION USE AND DISCLOSURE (C.02.15):** Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government and/or College of Charleston in order to access services provided by the government and/or College and such information should be used by those engaged by the government and/or College only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor’s use and disclosure of government and/or College of Charleston information, which

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

1. **Definitions:** Terms used in this clause shall have the same meaning as terms defined in the clause titled “Information Security – Definitions”.
2. **Legal Mandates:** Contractor shall be permitted to use, disclose, or retain government and/or College of Charleston information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government and/or College information in order to comply with a law, Contractor shall provide the College of Charleston with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.
3. **Flow Down:** Any reference in this clause to Contractor also includes any Subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that Contractor authorizes to take action related to government and/or College information.
4. **Collecting Information:** Contractor must gather and maintain government and/or College of Charleston information only to the minimum extent necessary to accomplish the work.
5. **Rights, Disclosure and Use:** Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either use/disclose government and/or College of Charleston information; or retain government and/or College information after termination or expiration of this contract. Contractor acquires no rights in any government and/or College information except the limited rights to use, disclose and retain the government and/or College information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may:  
(i) use (including access, process, transmit, and store) and maintain the government and/or College information itself; and  
(ii) disclose government and/or College information to persons having a need-to-know (e.g., subcontractors). Before disclosing government and/or College information to a subcontractor or third party, Contractor shall give the College of Charleston detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.
6. **Return:** Notwithstanding the College of Charleston’s failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the College of Charleston (or destroy, at the College’s option) all government and/or College information in its possession as and upon written request of the College (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor’s further access to such government and/or College information).
7. **Privacy Policy & Applicable Laws:** Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall comply with its own privacy policies and written privacy statements relevant to the work; and comply with
  1. All laws applicable to Contractor regarding government and/or College information
  2. All laws and standards identified in the clause, if included, entitled “Information Use and Disclosure – Standards”.
8. **Actions Following Disclosure:** Immediately upon discovery of a compromise or improper use of government and/or College information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than **twenty-four hours** after discovery, Contractor shall notify the College of Charleston of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the College of Charleston all information necessary to enable the College to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government and/or College information, Contractor shall:
  1. Provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the College of Charleston), Contractor shall reimburse College for the cost of providing such notifications.
  2. Pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised
  3. Undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure.

4. Pay any related fines or penalties imposed on the College of Charleston
5. Reimburse the College of Charleston all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, Contractor's obligations pursuant to this Item H. are without limitation.
9. **Survival & Remedy:** All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the College of Charleston may have, and notwithstanding any other term of this contract, Contractor agrees that the College of Charleston may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the College shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

**INFORMATION USE AND DISCLOSURE – STANDARDS (C.02.15):** To the extent applicable:

1. Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. § 1-11-490.
1. South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government and/or College information, as defined herein, and Contractor agrees that the College of Charleston is not a licensee.
2. The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. §§ 30-2-10, et seq.
- A. Personal Identifying Information Privacy Protection, S.C. Code Ann. §§ 30-2-310 et seq.
- B. Data Breach Notification, 2014 Act No. 286, § 117.117, as revised in any future annual appropriations act. [07-7B110-1]

**LICENSES AND PERMITS (S.02.15):** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, County, City or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

**MATERIAL AND WORKMANSHIP (S.01.06):** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

**NO INDEMNITY OR DEFENSE (S.02.15):** Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

**NOTICE (C.11.12):**

- A. After award, any notices shall be in writing and shall be deemed duly given
  1. Upon actual delivery, if delivery is by hand
  2. Upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is electronic.
  3. Upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
- B. Notice to contractor shall be to the address identified by the Offeror in Supplier's response submission. Notice to the College of Charleston shall be to the Procurement Officer's address identified in the "Project Details" section. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

**OFFENSIVE SITUATIONS (C.08.14):** The College of Charleston is a high traffic coed student campus. The Contractor and his/her personnel are cautioned against creating interruptions, noise or offensive situations that may interfere with the learning process or could be construed as fraternization and/or sexual harassment. In the event the College receives a complaint regarding the behavior of a Contractor and/or his/her personnel, the College shall notify the Contractor in writing. Upon receipt of

such notification, the Contractor shall promptly remove such personnel from the College's premises and take immediate steps to ensure that its performance under this contract will not be reduced.

**OWNERSHIP OF DATA & MATERIALS (C.02.15):** All data, material and documentation prepared for the College of Charleston pursuant to this contract shall belong exclusively to the College. [07-7B125-1]

**PARKING (C.08.14):** Contractor parking is prohibited in Faculty/Staff parking spaces. A Service Vehicle Permit must be obtained by the Contractor for each vehicle used. For emergency situations, communication by the Contractor with Parking Services is required. Further information may be obtained at <http://parkingservices.cofc.edu/parking/service-vehicles.php>.

**PAYMENT AND INTEREST (C.02.15):**

- A. Contractor invoices shall be remitted, in order of preference, via (1.) eMail to [accountspayable@cofc.edu](mailto:accountspayable@cofc.edu), (2.) Facsimile to 843.953.5996, or (3.) USPS to Accounts Payable, College of Charleston, Controller's Office, 66 George Street, Charleston, SC 29424. The College of Charleston purchase order number must be prominently displayed on each page of the invoice for fastest processing.
- B. The College of Charleston shall pay the Contractor, after the submission and approval of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.
- C. The College's method of making payment, in order of preference, is (1.) ePayable, (2.) Electronic Funds Transfer or Automated Clearing House, (3.) College of Charleston Purchasing Card, or (4.) by check.
- D. Notwithstanding any other provision, payment shall be made in accordance with SC Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the College of Charleston. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable and in violation of the terms and conditions stated on the purchase order. The College is responsible for the payment of all goods and services within thirty work days after the acceptance of the goods or services and proper invoice, whichever is received later. Except as set forth in this paragraph, the College 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.
- E. Amounts due to the State and/or College shall bear interest at the rate of interest established by the SC Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.
- F. Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including SC Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items D – E above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.
- G. The College of Charleston and State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

**PRICE ADJUSTMENTS (S.01.06):**

- A. **Method of Adjustment:** Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
1. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable
  2. By unit prices specified in the Contract or subsequently agreed upon
  3. By the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon
  4. In such other manner as the parties may mutually agree
  5. In the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the SC Code of Laws.
- B. **Submission of Price or Cost Data:** Upon request of the Procurement Officer, Contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with

the provisions of Section 11-35-1830.  
[07-7B160-1]

**PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006):** Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

[07-7B160-1] **PRICE ADJUSTMENTS – LIMITED BY CPI “OTHER GOODS & SERVICES” (JAN 2006):** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B175-1]

**PRICING DATA – AUDIT – INSPECTION (JAN 2006):** [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer’s request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term “records” means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

**PUBLICITY (C.11.12):** Contractor shall not publish any comments or quotes by any employees, agents or officials of the College of Charleston other than the Procurement Officer, or include the College of Charleston in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

**PURCHASE ORDERS (C.08.14):** Contractor shall not perform any work prior to the receipt of a purchase order from the College of Charleston Office of Procurement. The College shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic or in writing in the event of an emergency. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

**RELATIONSHIP OF THE PARTIES (S.01.06):** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

**RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (C.02.15):**

A. Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this

contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, Contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the Procurement Officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

B. Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the Procurement Officer) any additional products or services not required by the contract.

C. Any reference to Contractor in items A – B also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that Contractor authorizes to take any action related to the work.

D. Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the College of Charleston liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

**SMALL AND MINORITY-OWNED BUSINESS UTILIZATION (C.08.14):** The College fully supports the efforts of the Governor and the State Legislature to assist small and minority-owned businesses to develop as part of the State's policies and programs which are designed to promote balanced economic and community growth. The following steps have been taken to ensure that those small and minority-owned businesses in the State of South Carolina are afforded the opportunity to participate fully in the overall procurement process.

A. This solicitation includes a “Tax Credit for Subcontracting with Minority Firms” clause to promote the engagement of minority firms as subcontractors. The clause was authored by the State of South Carolina Office of Procurement and updated by the College of Charleston to reflect the most current information available. A web link to the [OSMBA Minority Business Directory](#) is provided as a convenience to Offerors.

B. The Procurement Officer of this solicitation has consulted the Small and Minority Business Directory for services/commodities being solicited. Certified qualified vendors have been placed on the solicitation invitation list for distribution when practical.

C. When practical, large orders for goods and services have been solicited, and possibly awarded, by lots.

**SURVIVAL OF OBLIGATIONS (C.02.15):** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the Indemnification clauses, and any provisions regarding warranty or audit. [07-7A075-1]

**TAXES (C.02.15):** Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of products shall be paid by the College of Charleston, and such sums shall be due and payable to Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the College. It shall be solely the College's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the College to Contractor, Contractor shall be liable to the College for any loss (such as assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor. [07-7A080-1]

#### **TERM CONTRACT – BIDS AND QUOTES (C.03.15):**

- A. The scope of this contract is limited by the Bidding Schedule and by the description included in the “Scope of Solicitation” and “Specifications” documents. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations.
- B. Pursuant to Section 11-35-310(35), the College of Charleston may purchase items available on this contract from a third party (an “alternate vendor”) if the alternate vendor offers a price that is at least ten percent less than the price

established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the Procurement Officer.

- C. The College of Charleston shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Procurement Officer.
  - D. As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary
- 1. To comply with a requirement directly related to the work and imposed on the College either by law or as a condition of using state or federal assistance, grant, or contract funds, or
  - 2. For the College to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the College's data. Contractor may decline to honor a purchase order including additional contract terms.

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (S.01.06):** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

**TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (S.01.06):** Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (S.01.06):** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

**TERMINATION FOR CONVENIENCE (C.02.15):**

A. **Termination:** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the College of Charleston. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

B. **Contractor's Obligations:** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the College of Charleston. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

C. **Right to Supplies:** The Procurement Officer may require the contractor to transfer title and deliver to the College of Charleston in the manner and to the extent directed by the Procurement Officer: (1) any completed supplies; and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the College of Charleston has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the College of Charleston has breached the contract by exercise of the Termination for Convenience Clause.

D. **Compensation:**

1. The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination

claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph 3 of this Paragraph.

2. The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the College of Charleston, the proceeds of any sales of supplies and manufacturing materials under Paragraph C of this clause, and the contract price of the work not terminated

3. Absent complete agreement under Subparagraph 2 of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph 2 shall not duplicate payments under this Subparagraph:

a. Contract prices for supplies or services accepted under the contract

b. Costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services

c. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs must not include costs paid in accordance with Subparagraph 3.b of this paragraph

d. Any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph 2 of this Paragraph, and the contract price of work not terminated.

4. Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs 2 – 3 of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

E. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not

1. Affect the College of Charleston's right to require the termination of a subcontract, or

2. Increase the obligation of the College beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

**THIRD PARTY BENEFICIARY (S.01.06):** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

**TOBACCO-FREE CAMPUS (C.08.14):** Use of all tobacco products is prohibited in all College-owned or leased buildings; in all buildings on College- owned or leased land; on all College-owned or leased property, including outdoor seating areas; and in all College-owned, leased, and rented vehicles. Use of tobacco products is prohibited in all those places here identified, including but not limited to, offices (including private offices), classrooms, laboratories, stairwells, elevators, restrooms, hallways, porches and piazzas, rooftops, indoor and outdoor athletic facilities, residence halls and historic properties, shuttle buses, shuttle bus stops, parking structures and parking areas on College-owned or College-leased property, sidewalks on College- owned or College-leased property, lobbies and waiting areas, outdoor benches, green spaces on campus, and other common areas. Use of tobacco products is permitted in personal vehicles parked or being driven on College-owned or leased property, provided that the windows and doors of such personal vehicles are closed (i.e., tobacco products are used in an enclosed vehicle space) and tobacco waste products are stored in the vehicle and disposed of at off-campus locations. This policy does not restrict or prohibit the lawful possession of tobacco products on the College of Charleston campus. This Policy shall be applicable to the College Board of Trustees; faculty and staff of the College, whether part-time, full-time, or temporary; students while attending or employed by the College; contractors and consultants performing work or providing services on College-owned or leased property; individuals and organizations renting, leasing, or otherwise granted permission to use campus facilities; College affiliates; alumni and alumnae, guests, visitors, or invitees of the College; and members of the general public. All members of the campus community and members of the general public shall comply with this policy.

**WAIVER (C.11.12):** The College of Charleston 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 College's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

**WARRANTY – ONE YEAR (C.11.12):** Contractor warrants all items acquired shall conform to all Contractor's representations, the requirements of this contract, and all published documentation. Contractor must provide the manufacturer's standard written warranty upon delivery of all products associated with this solicitation. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B275-1]

## VII. INFORMATION SECURITY AND TECHNOLOGY -

**INFORMATION SECURITY AND TECHNOLOGY – DEFINITIONS (C.02.15):** The following definitions are used in clauses throughout this document and documents associated with this solicitation. [07-7B104-1]

**Bankruptcy – Government Information (FEB 2015)**

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

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over **Clearing** – Removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods. to the State, before such filing, all government information that is in Contractor’s possession in a format that can be readily utilized by the State.

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

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

**Commercial Off-The-Shelf Software (COTS)** – Software used with no customization and for which source code is not made available to licensees.

**Configuration** – Any customer-specific modification to software that does not require changes to the software’s source code, such as rules- based, rules engine based, or parameter driven modifications to configure the software.

**Customization** – Any customer-specific modification to software that requires changes to the software’s source code.

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

**Firmware** – Software sold or licensed only in conjunction with machines, designed for execution only on a machine with which it is provided, designed only for machines other than a dedicated computer, and embedded into or installed on the machine by the machine’s manufacturer or seller.

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

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

**Information System** – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Intrusion** – An unauthorized act of bypassing the security mechanisms of a system.

**Licensor** – An entity that owns the intellectual property rights for an item of software or has the authority to license or sublicense the software directly to the College of Charleston.

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

**Modifiable Off-the-Shelf Software (MOTS)** – Software that involves either a source code license, or any modification to the software that requires changes to the software’s source code.

**Piggyback** – The document attached to this solicitation and entitled South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software – Single Agency, which serves as South Carolina’s standard amendment to a licensor’s standard software licensing agreement (regardless of how denominated, e.g., master

software licensing agreement, end user license agreement) for COTS. [Note: While the piggyback is generally indicative of what the State and/or College finds acceptable, terms in a Licensor's standard software licensing agreement may need to be negotiated.]

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

**Safeguarding** – Measures or controls that are prescribed to protect information *Scope of Solicitation – IT RFP Term Contract for Software and/or Hardware and Services – Rev. 07.25.19 Page 3 of 22*

**Software** – (1) Any computer program accessed or used by the College of Charleston or a third party pursuant to or as a result of this contract.

(2) A combination of computer instructions and data definitions that enable computer hardware to perform computational or control functions, excluding firmware.

**Software Licensing Agreement** – Any agreement, regardless of how designated, that defines the intellectual property rights for, or the rights to use, any software product, including, but not limited to, any such agreement proposed prior to or after award, including without limitation any such agreement that either is affixed to (e.g., shrink-wrap), imbedded in (e.g., click-wrap), or in any way accompanies the Software upon delivery. A software licensing agreement must address only terms directly associated with licensing the right to use the software and must not address any of the work governed by the contract or any services (other than warranty services regarding the software code or associated documentation).

**Software Maintenance** – The process of modifying software after delivery to correct faults, improve performance or other attributes, or adapt to a changed environment. (Reference ISO/IEC 14764:2006, as amended or superseded.) Software maintenance does not include any customization or configuration.

**Software Product** – Any COTS which you propose to provide pursuant to the contract.

**Source Code** – Computer instructions and data definitions expressed in a form suitable for input into an assembler, compiler or other translator. **Third Party** means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier. **Unrestricted Information** – (1) Public information acquired other than through performance of the work, (2) Information acquired by Contractor prior to contract formation, (3) Information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) Any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

**Voice** – All oral information regardless of transmission protocol.

**Web-Based Service** – A service accessed over the Internet and acquired, accessed, or used by the College of Charleston or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services.

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

- (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such action is brought by a third party or an Indemnatee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.
- (b) Indemnatee must notify contractor in writing within a reasonable period of time after Indemnatee first receives written notice of any action. Indemnatee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnatee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnatee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnatee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of

fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

- (c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.
- (d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

**SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015)** [ASK QUESTIONS NOW: If you have a properly qualified third-party report or certification you believe we should accept in lieu of those identified in item (b), submit a question identifying same pursuant to the clause titled Questions from Offerors.] The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. [04-4027-1]

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

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

**OFFSHORE CONTRACTING PROHIBITED (FEB 2015):** No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

#### **SOFTWARE LICENSING AGREEMENTS (C.02.15):**

1. **Contract and Software Licensing Agreement are Separate:** The College of Charleston seeks to establish related but independent agreements, one with each applicable licensor of COTS and one with the contractor - regardless of whether the licensor and the contractor are the same or different entities. As provided in the clause titled "Bid / Proposal as Offer to Contract," a contract between the College of Charleston and the Contractor results from an award made pursuant to this solicitation. In contrast, the College of Charleston's acceptance of your offer does not serve as the College's acceptance of any software licensing agreement; rather, software licensing agreements must be separately executed in order to be binding, regardless of whether the license to use the software will be granted by you or a third party. The contract, as defined in the clause titled "Definitions," will address all work (excluding the use rights for any software product) and all terms regarding pricing, payment, and delivery of any software product. Accordingly, the College of Charleston intends to pay Contractor in order to acquire license rights for any software product, but the license rights will be governed by a software licensing agreement with the licensor.
2. **Critical Instructions:**
  1. Your offer must identify each software product you propose to provide, identify the licensor, and explain which of the following licensing models apply: (a.) you intend to license (or sublicense) the item directly to the College, or (b.) you intend to "resell" or distribute the item to the College (with licensing handled directly

- with the third-party licensor). You should use the Software Table attached to this solicitation to assist you in providing this information.
2. Your offer must NOT include any software licensing agreements; however, for any software product identified in your offer, you must submit a software licensing agreement upon request of the procurement officer. You must be prepared to provide any requested software licensing agreement within one business day of receiving a request.
  3. Regardless of your licensing model, your price must include the cost of providing every software product you propose to provide to the College and those terms will form part of the contract.
1. **Pre-Condition of Award:** If the work you are offering to perform is dependent upon the licensing of a software product by the College and the College is unsuccessful in negotiating an acceptable software licensing agreement for any software product for which it finds such an agreement necessary, your offer will be rejected. To facilitate the timely and successful negotiation of a software licensing agreement deemed necessary by the College, the College may ask you, after opening but prior to award, to acquire from the licensor an executed copy of the piggyback. You should communicate with the licensors for any major or critical software product well in advance of submitting a proposal, and licensors should be informed that few changes will be made to the piggyback. [The State already has, and continues to enter into, standing, statewide, licensing agreements for a variety of computer programs. The College is required to purchase from these statewide agreements. Without limiting any of the above requirements, an applicable agreement may already exist for one or more items of COTS you have identified.] [07-7B224-1]

## VIII. SCOPE OF WORK/SPECIFICATIONS -

### Background and Overview

#### Current Environment

The College of (Charleston), located in downtown Charleston, South Carolina, is a public liberal arts and sciences university in the heart of downtown Charleston, South Carolina. Founded in 1770, the College is among the nation's top universities for quality education, student life, and affordability. The College offers a distinctive combination of a beautiful and historic campus with modern facilities and cutting-edge programs.

Students from all 50 states and 72 countries choose the College of Charleston for its small-college feel blended with the advantages and diversity of an urban, mid-sized university. The campus population comprises approximately 10,000 undergraduate students, 1,000 graduate students, and 1,500 full-time employees. More information about the College can be found at <https://charleston.edu/about/college-at-a-glance.php>.

To help Charleston meet federal digital accessibility compliance guidelines within the published deadline dates, this request is soliciting proposals from professional service providers with experience in digital accessibility. Charleston seeks assistance to evaluate its digital presence. The goal is to ensure accessibility compliance with the [Web Content Accessibility Guidelines \(WCAG\) 2.1, Level AA](#), before April 2026, as mandated by the [U.S. Department of Justice's Final Rule 2024-07758, under CFR 28 Part 35](#), published in April 2024.

#### Problems

- Some Charleston applications, websites and digital content may be difficult for a person with disabilities to consume.
- Limited web accessibility features could lead to non-compliance with federal regulations.
- Lack of college-wide procedures, controls, and training increase the potential for disparate tools, redundant efforts and resource creation.

#### Opportunities

- Provide users/potential users with the ability to easily interact with our applications and web content.
- Meet compliance with federal regulations and industry standards for all users to effectively interact with our web content.
- Implementation of holistic processes and procedures can help ensure new content is created with accessibility in mind, across all Charleston platforms.

## Business Goals

Goals	
BG1	Identify a knowledgeable and experienced vendor in the digital accessibility industry to assess and provide guidance on web accessibility compliance and remediation.
BG2	Ensure system and digital content comply with federal guidelines outlined in <a href="#">Revised Section 508 of the Rehabilitation Act (29 U.S.C. 794d)</a> and <a href="#">Web Content Accessibility Guidelines (WCAG) 2.1, Level AA</a> standards
BG3	Define a governance structure that includes required roles & responsibilities, content creation procedures, and policy management processes.

## Desired Solution

The College of Charleston is submitting this Request for Proposal (RFP) soliciting proposals from qualified and experienced digital accessibility service providers to assess our current state of compliance, offer detailed solution recommendations, and provide an implementation roadmap.

The approved vendor will

- Perform a comprehensive assessment of The College's websites, applications, tools and data content to identify compliance gaps.
- Provide a detailed report with identified accessibility areas that do not meet federal compliance requirements in [Revised Section 508 of the Rehabilitation Act \(29 U.S.C. 794d\)](#) and [Web Content Accessibility Guidelines \(WCAG\) 2.1, Level AA](#) standards.
- Provide recommendations for technical solutions to meet federal compliance, including any identified barriers that may necessitate an exception.
- Recommend an implementation strategy including prioritization of areas for remediation, a definition of roles and responsibilities for workflow and anticipated timelines for achieving regulatory compliance.
- Provide estimated costs to implement strategy.

## Scope of Work: Requirements

Each requirement is tagged as Mandatory (M), Important or Preferred (P), as explained below.

Priority Level	Description
Mandatory (M)	A requirement that must be met by the vendor at the time of initial deployment of base functionality for the RFP (Request for Proposal) proposal to be considered for procurement.
Preferred (P)	A requirement that is desired, but not essential for the solution's success at the time of initial deployment of base functionality.

Please use Appendix A, found under Prerequisites, for each requirement to respond to the mandatory and preferred requirements listed below. Any vendor who indicates that a mandatory requirement is not available will be found non-responsive, and their proposal will not be evaluated.

## Professional Service Requirements

### Feature A: Vendor

Req ID	Requirement	Priority (M/P)
A1	The vendor shall perform a holistic assessment of current state, identify and document gaps in digital content and digital systems and assets that do not meet the federal accessibility standards, and include explanations for not meeting standards. This includes, but is not limited to, College website, online learning environments, multimedia, and third-party tools.	M
A2	The vendor shall identify web accessibility issues and technologies, within our eco-system, that might be barriers for meeting the federal accessibility standards.	M
A3	The vendor shall assess current policies, governance structures, and frameworks related to digital accessibility.	M
A4	The vendor shall suggest an accessibility compliance exception process.	M
A5	<p>The vendor shall provide a comprehensive audit report and strategic roadmap that remediates web accessibility gaps and aligns with federal compliance standards.</p> <p><b>NOTE:</b> At a minimum, the plan must include a prioritization strategy for remediation of non-compliant measures and technologies, internal and external resource requirements, detailed project plan, and guidance for maintaining long-term compliance.</p>	M
A6	The vendor shall provide appropriate training materials and guidance documentation for stakeholders.	M
A7	The vendor shall offer recommendations for remediation tools and technologies that could be implemented to achieve long-term compliance with accessibility standards.	P
A8	The vendor shall provide estimated costs to assess the current information methodologies and technologies, implementation of the recommended plan and ongoing support, if needed.	M
A9	The vendor shall provide an estimated timeline for implementing the recommended plan.	M
A10	<p>The vendor shall describe the prospective consultant's knowledge of and experience with the federal accessibility standards and <a href="#">Web Content Accessibility Guidelines (WCAG) 2.1, Level AA</a>.</p> <p><b>NOTE:</b> Examples include, but are not limited to, years of experience, technological expertise, professional credentials and references.</p>	M
A11	<p>The vendor shall describe their experience in providing expert consulting services related to information technology accessibility, including instances of past work relating to information technology accessibility.</p> <p><b>NOTE:</b> Examples include, but are not limited to, past accessibility remediation projects and accessibility consulting services with institutions of higher education.</p>	M

## IX BIDDING SCHEDULE/PRICE-BUSINESS

Vendors are required to offer pricing on the bid table found on our procurement platform (<https://ebid.cofc.edu>) under the

ITEMS section – Service Line Items (1) .

**Digital Accessibility Professional Services**  
 2025-SDM-000000294-RFP

Type: **Request for Proposal**  
 Event Status: **Draft**  
 Form Request: **Digital Accessibi...**

[Settings and Content](#) ▾

Setup ✓

General Questions ✓

BVB and RFP Questions ✓

Risk Analysis - Identify T... ✓

Risk Analysis - Treatment... ✓

Users ✓

Description ✓

Prerequisites 0

Buyer Attachments 0

Supplier Attachments ✓

Questions 30

**Items** 1

**Items**

Product Line Items (0) **Service Line Items (1)**

Go To All Groups ▾ Add or Import ▾ Export Items

▼ **Group S1** (1 - 1 of 1 items)

#	Name	Description	Qty	UOM
S1.1	<b>Digital Accessibility Profession Service Total Cost</b> ★	Provide the total cost... (See full description)	1	Lot

Add Service Line Item ▾

## X. KEY DATES:

Activity	Date
Release of Solicitation Documents	February 28, 2025
Deadline to Submit Written Questions	March 7, 2025 @9:00 AM
Response to Written Questions/Solicitation Amendments	March 11, 2025
<b>Bid/Proposals Due</b>	<b>Tuesday, March 18, 2025 @ 9:00 AM ET</b>
Anticipated Notice of Award Date	April 7, 2025
Anticipated Contract Start Date	April 17, 2025

COLLEGE OF CHARLESTON  
BID OPENING WITNESS LOG

# Exhibit C

**TITLE:** Digital Accessibility Professional Services **OPENING:** 2/28/2025  
**DATE**

**BID/QUOTE NUMBER:** 2025-SDM-000000294-RFP **CLOSING:** 3/25/2025  
**DATE**

BIDDER	TOTAL	COMMENTS/CLARIFICATIONS
Ability Inc.	38,070.00	
AccessAbility Officer	168,370.00	
A360 Enterprises, LLC	225.00	<p><b>Non-Responsive – Can Establish Cost and Exceptions to terms and conditions</b></p> <p>\$2,400 per year for the first digital property services are billed at a rate of \$225 per hour</p> <p>We would like to negotiate the following clauses upon award: • <b>OWNERSHIP OF DATA &amp; MATERIALS (C.02.15):</b> We would like to include language protecting our pre-existing IP that will be used in the delivery of our solutions. • <b>TERM CONTRACT – BIDS AND QUOTES (C.03.15):</b> Item B. This we cannot agree to as it negates the purpose of the RFP award if the College of Charleston can constantly "shop" for alternatives during the term. • <b>DEFAULT (C.02.15):</b> Item C - This is not something we can agree to. • <b>OFFSHORE CONTRACTING PROHIBITED (FEB 2015):</b> The pricing we have provided is for work performed in the US, in conformance with the RFP requirements. Please note, however, that reduced pricing is available for work conducted by our offshore teams. Generally, our offshore teams are only used for non-confidential, publicly available content, while all work including confidential content is performed onshore—for your consideration. Regarding Question 1.3 below, Allyant will submit the SC Non-Resident Taxpayer Registration Affidavit Form I-312 upon potential notice of award.</p>
Anthro-Tech, Inc.	200,000.00	
Deque Systems, Inc.	116,500.00	
Grand River Solutions	99,000.00	
Infojini Consulting	63,800.00	
Jeffrey Alan Group LLC	370,745.00	
Perspective Tester	200.00	<p><b>Non-Responsive</b> - Please note: The cost analysis for this RFP is based on an hourly rate of \$200.00 an hour. Due to the dynamic nature of the Scope Of Work provided in the RFP, we have determined that it is in the best interest of both Perspective Tester and The College to provide estimated costs based on the hourly rate rather than a firm fixed price.</p>

BIDDER	TOTAL	COMMENTS/CLARIFICATIONS
QualityLogic, Inc.	45,190.00	
YUJA CORPORATION	14,400.00	
Zenyth Group LLC	32,775.00	

Procurement Officer's Signature: Susan Diet-McKeon

Witness Signature: Traci Tokarczyk

Dated: 3/25/2024

## Procurement & Supply Services

### Statement of Award

Posting Date: April 29, 2025

Bidder's right to protest as listed in section 11-35-4210 in the South Carolina Consolidated Procurement Code applies to this award. Protest to be filed with:

Chief Procurement Officer  
Materials Management Office  
1201 Main Street, Suite 600  
Columbia, SC 29201  
Facsimile: 803-737-0639  
E-mail: protest-mmo@mmo.sc.gov

**Solicitation:** 2025-SDM-000000294-RFP  
**Issue Date:** February 28, 2025  
**Opening Date:** March 25, 2025  
**Description:** Digital Accessibility Professional Services

**Awarded to:** Grand River Solutions, Inc.  
P.O. Box 2094  
Saratoga, CA 95070

**Evaluated Amount:** \$90,000  
**Total Estimated Award Amount:** \$90,000  
**Contract Term:** April 29, 2025 – April 28, 2026

### **Procurement Office**

**Buyer:** Susan Dick-McKeon

*Susan Dick-McKeon*

Exhibit E

2025-SDM-000000294-RFP Digital Accessibility Professional Services	Reference 1 The University of Missouri System Amber Cheek Director of Accessibility and ADA Coordinator	Reference 2 Santa Clara University Mo Lotif Assistant Vice President for Strategy & Planning	Reference 3 Seton Hall University Karen van Norman Associate Vice President & Dean of Students
Described the services that Grans River Solution is providing to the University.	Digital Accessibility consulting support including gag analysis for the University's accessibility taskforce.	Various accessibility services for our websites and courses.	Grand River Solutions served as the University's interim director for ADA/504 services. This included the review the University's campus accessibility and digital footprint.
Did they vendor successful complete your Accessibility project?	Yes	They are used on an ongoing basis and have completed all projects as requested.	Yes
Did the vendor complete the project on time?	Yes	Yes, the Grand River has completed each project in a timely matter.	Yes
Would you use Grand River Solutions again?	Yes	Yes	Yes