



**Francis Marion University  
Request for Proposal**

Solicitation Number **RFP-2385**  
 Date Issued **05/17/2022**  
 Purchasing Officer **Leslie Shupp**  
 Phone **(843) 661-1161**  
 E-Mail Address **[leslie.shupp@fmarion.edu](mailto:leslie.shupp@fmarion.edu)**

DESCRIPTION: **Provide Box Office Software and Services for Francis Marion University**

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

SUBMIT OFFER BY (Opening Date/Time): **06/20/2022 at 2:00 PM EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **06/02/2022 at 2:00 PM EST** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, three (3) copies in hard copy clearly marked "COPY," one Magnetic Media as Specified and One (1) Redacted Copy as Specified.**

**SUBMIT YOUR OFFER TO ONE OF THE FOLLOWING ADDRESSES IN A SEALED PACKAGE.**

MAILING ADDRESS: <b>Francis Marion University Purchasing Office P.O. Box 100547 Florence, SC 29502-0547</b>	EXPRESS SHIPPING ADDRESS: <b>Francis Marion University Central Receiving 4822 E. Palmetto Street Florence, SC 29506</b>	HAND-DELIVERY: <b>Francis Marion University Purchasing Office (Room 102) Stokes Administration Building 4822 E. Palmetto Street Florence, SC 29506</b>
--	--	---

CONFERENCE TYPE: <b>N/A</b> DATE & TIME: <b>N/A</b> <b>As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions</b>	LOCATION: <b>N/A</b>  <b>(Note: Demonstrations will be remote/online)</b>
---	---

AWARD & AMENDMENTS	A <b>Notice of Intent to Award</b> will be posted at the Physical Address stated above on <b>06/29/2022</b> . The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.fmarion.edu/procurement/solicitationsawards/">http://www.fmarion.edu/procurement/solicitationsawards/</a>
--------------------	---

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION  
(If Offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.  
(See "Taxpayer Identification Number" provision)

**PAGE TWO**

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)	
	Address	
	Area Code - Number - Extension	Facsimile
	E-mail Address	

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address ( <b>check only one</b> )	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address ( <b>check only one</b> )

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
--	----------------------	----------------------	----------------------	-------------------------

**PREFERENCES DO NOT APPLY WITH THIS SOLICITATION: Per Section 11-35-1524(E)(5) preferences do not apply to procurements conducted pursuant to Section 11-35-1530 of the South Carolina Consolidated Procurement Code.**

**NOTE: A remote/online demonstration for each responsible and responsive Offeror (as determined by evaluating the Offeror's proposal) will be scheduled for 06/23/2022 between 8:30am and 1:30pm EST and on 06/28/2022 at times between 8:30am and 1:30pm EST daily. Each Offeror will be required to provide their remote demonstration on June 23 or June 28. No other dates will be available for remote demonstrations.**

## Solicitation Outline

- I. **Scope of Solicitation**
  - II. **Instructions to Offerors**
    - A. **General Instructions**
    - B. **Special Instructions**
  - III. **Scope of Work/Specifications**
  - IV. **Information for Offerors to Submit**
  - V. **Qualifications**
  - VI. **Award Criteria**
  - VII. **Terms and Conditions**
    - A. **General**
    - B. **Special**
  - VIII. **Bidding Schedule/Cost Proposal**
  - IX. **Attachments to Solicitation**
- 

### I. SCOPE OF SOLICITATION

**It is the intent of the University to solicit proposals for Box Office Software and Services for Francis Marion University in accordance with all requirements stated herein.**

**ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006):** The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

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

**Start date: 9/01/2022 End date: 08/31/2027**

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

**This is a one-year contract with a maximum of four (4) one-year renewal options.**

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

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

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

**AMENDMENTS TO SOLICITATION (JAN 2004):** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov)  
(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

**AUTHORIZED AGENT (FEB 2015):** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

**AWARD NOTIFICATION (FEB 2015):** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

**BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004):** By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

**BID ACCEPTANCE PERIOD (JAN 2004):** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

**BID IN ENGLISH & DOLLARS (JAN 2004):** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

**AUTHORITY AS PROCUREMENT AGENT (DEC 2015):** The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

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

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

(i) Those prices;

- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
  - (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
  - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

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

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
  - (i) Offeror and/or any of its Principals-
    - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
    - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
  - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), 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 State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

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

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015):** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a

contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

**DEADLINE FOR SUBMISSION OF OFFER (JAN 2004):** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

**DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

**DUTY TO INQUIRE (FEB 2015):** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

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

**OMIT TAXES FROM PRICE (JAN 2004):** Do not include any sales or use taxes in your price that the State may be required to pay. [02-2A080-1]

**OPEN TRADE REPRESENTATION (JUN 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

**PROTESTS (MAY 2019):** If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

**QUESTIONS FROM OFFERORS (FEB 2015):** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." ***We will not identify you in our answer to your question.***

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

**SEND QUESTIONS TO: Francis Marion University**

**Purchasing Department – SAB 102  
4822 East Palmetto Street  
Florence, SC 29506  
Attention: Leslie Shupp  
E-mail: [leslie.shupp@fmarion.edu](mailto:leslie.shupp@fmarion.edu)**

**\* Mark envelopes, faxes or emails: "Questions – RFP-2385 – Box Office Software"**

**\*\* Email is the preferred method for receiving questions. Please reference the solicitation name and number in the subject line. All questions should be received no later than the date and time specified on the cover page.**

**PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015):** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165]

**PUBLIC OPENING (JAN 2004):** Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

**REJECTION/CANCELLATION (JAN 2004):** The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

**RESPONSIVENESS/IMPROPER OFFERS (JUN 2015):** (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

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

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

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

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

**SIGNING YOUR OFFER (JAN 2004):** Every Offer must be signed by an individual with actual authority to bind the Offeror.

(a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer



involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

**STATE OFFICE CLOSINGS (JAN 2004):** If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

**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 (MAR 2015):** Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." PAPER OFFERS ARE REQUIRED. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal



Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

**VENDOR REGISTRATION MANDATORY (JAN 2006):** You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at: <http://www.scbos.com/default.htm> [02-2A145-1]

**WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004):** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

(This section intentionally left blank.)

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

**SEND QUESTIONS TO:** Francis Marion University  
Purchasing Department – SAB 102  
4822 East Palmetto Street  
Florence, SC 29506  
Attention: Leslie Shupp  
E-mail: leslie.shupp@fmarion.edu

**\* Mark envelopes, faxes or emails: "Questions – RFP-2385 – Box Office Software"**

**\*\* Email is the preferred method for receiving questions. Please reference the solicitation name and number in the subject line. All questions should be received no later than the date and time specified on the cover page.**

**AUTHORITY APPROVAL REQUIRED (DEC 2015):** Any award is subject to prior approval by the State Fiscal Accountability Authority. Regularly scheduled Authority meetings ordinarily occur pursuant to a published schedule. [02-2B015-2]

**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]

**DESCRIPTIVE LITERATURE – LABELLING (JAN 2006):** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

**DESCRIPTIVE LITERATURE – REQUIRED (JAN 2006):** Your offer must include manufacturer's latest literature showing complete product specifications. [02-2B050-1]

**DISCUSSION WITH OFFERORS (FMU – MAY 2022):** After opening, the Procurement Officer may, in his/her sole discretion, initiate discussions with you to discuss your offer. [per Section 11-35-1530(6)]

**ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015):** In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. **Your business and technical proposals must be on separate media.** Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

**MAGNETIC MEDIA WITH DEMONSTRATION/ PRESENTATION (JAN 2006):** Compact discs included with your offer may include a demonstration of the proposed solution and/or a presentation of your offer. The following formats are acceptable: Power Point, .qt, .mpeg, .mpg, .miv, .asf, .asx, .ra, .ram, .rm, .rmm, .aif, .aifc., aiff, .mov, .avi, .au, .snd, or .wav formats. If you use another format, the compact disc must include a **self-executing viewer or player**, with instructions. [02-2B075-1]

**MAIL PICKUP (JAN 2006):** The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

**OFFERING BY LOT (JAN 2006):** Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

**OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015):** In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

**PROTEST - CPO - MMO ADDRESS (JUN 2006):** Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing  
(a) by email to protest-mmo@mmo.state.sc.us ,  
(b) by facsimile at 803-737-0639 , or  
(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

**QUALIFIED PRODUCTS LIST (JAN 2006):** Offer only products that are on the qualified products list. [02-2B125-1]

**SAMPLES (JAN 2006):** Free samples may be required for testing and/or evaluation. If requested, your failure to provide a sample will result in rejection of your offer. You must send your sample to the Procurement Officer under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. The Procurement Officer must receive your samples prior to opening date.

Send Sample To:

Mark to "Attn" of buyer listed on cover page. [02-2B130-1]

**UNIT PRICES REQUIRED (JAN 2006):** Unit price to be shown for each item. [02-2B170-1]

**ONLINE DEMONSTRATION (FMU—MAY 2022):** Upon receipt of all proposals on the due date and time listed on page 1, proposal(s) will be initially reviewed to determine if said proposal(s) are responsive and responsible. All Offerors whose proposals are deemed responsive and responsible will be contacted by e-mail to set up an online demonstration scheduled within the times cited on page 2 of the Cover Page. Demonstrations shall not introduce any new information, which was not already included in the proposal. Demonstration length is limited to forty-five (45) minutes of demonstration, with an additional fifteen (15) minutes for questions. Offeror's online demonstration shall be included as material along with proposal in determination of the winning proposal.

(This section intentionally left blank.)

### III. SCOPE OF WORK/SPECIFICATIONS

**It is the intent of the University to solicit proposals for Box Office Software and Services for Francis Marion University in accordance with all requirements stated herein.**

#### **Background Information/Overview:**

Francis Marion University is located on a 400-acre campus seven miles east of Florence South Carolina, Francis Marion University (FMU) is a State-supported, co-educational four-year educational institution enrolling approximately 3,800 students and approximately 500 full-time employees. Records are maintained primarily at 4822 E. Palmetto Street, Florence, SC. In 2017, a contract was awarded to Ellucian to implement their Colleague ERP solution on campus. This system has replaced the legacy AS400 system and various features have been fully implemented since this award.

The University intends to enter into an agreement with the Selected Vendor to purchase a Box Office software system possibly including related hardware to support the operation of the Francis Marion University Performing Arts Center. The Performing Arts Center facility has four performance venues: main auditorium that can accommodate approximately 900 people, a flexible experimental space that can accommodate approximately 100 people, an art gallery that can accommodate approximately 100 people, and an outdoor amphitheater that can accommodate approximately 500 people.

#### **Ticket Sales**

- On average the University sells between 20,000 to 25,000 tickets per year. Of those about 20% are complimentary due to the vast number of student events we host or sponsor.
- About 50% of our total tickets are sold online.
- Of our combined sales (Box Office, Phone and Internet), 75% are with Credit Cards.
- Approximately 50 mainstage, 30 Black Box (experimental space), 1 amphitheater, plus additional rentals are executed annually. These numbers vary from year to year.

#### **Additional Information**

- The University requires the following venue map layouts (across all "reserved seat" venues):
  - A minimum of three (3) for reserved seating:
    - Mainstage (849) seating with pit seats
    - Mainstage (849) seating without pit seats
    - Black Box (100 seats)
  - And, two (2) for general admission events (one for each theater – Mainstage & Black Box)
- In the largest reserved seating venue, there are presently 849 seats.
- In the smallest reserved seating venue, there are presently 100 seats.
- As of the 2021-2022 fiscal year, there are approximately ten thousand (10,000) customer records in the current ticketing system.
- The University offers subscription packages for its companies in residence. In 2021-2022, there were 410 subscription packages sold.
  - Benefits of subscribers: Subscribers get to reserve/renew their seats prior to the general public on sale dates. If purchased as a subscription, they get a per ticket discount, and special receptions for specified concerts.
- Currently, pricing is set up in three (3) tiers with four (4) discounts per tier. The current, average, single ticket price is \$30.00.
- Currently, subscriptions are set up in three (3) tiers with four (4) discounts per tier. The current, average subscription package price is \$110.00.
- The University requires that a minimum of five (5) staff members will need access to the system in any given year. Staff members will vary from year to year as volunteers and student-workers change over time and within the department.
- There is **no** need for the box office system to connect/integrate with the University's fundraising/development system.
- Should a vendor require clients to sign-up with a specific partner for merchant service transactions and/or to receive credit card readers, the University is open to changing credit card processors for this transition, but **ONLY** for use at the Performing Arts Center. The University will **NOT** be bound university-wide to the use of a new credit card processor. Any offeror proposing such a solution **MUST** indicate in its proposal any expense associated with a change to the credit card processor. Additionally, the offeror **MUST** also indicate in its proposal all per-use fees associated with any and all credit card transactions.
- The University currently uses Etx for its ticketing platform. Our current provider charges a \$3.50 per ticket fee for tickets bought online, and does not charge a fee for purchases made by telephone or in-person at the box office.

**SCOPE OF WORK/SPECIFICATIONS**

Each proposal must address the following services:

**A. Functional Requirements**

<b>Features</b>	<b>Feature either Mandatory or Preferred (M or P)</b>	<b>Yes, No, Current, Future (Y, N, C, F) &amp; Date for Future Features</b>	<b>Comments/Notes</b>
<b>Tech Support</b>			
Supplier provides live operator phone support	M		
Online support – email	M		
24/7/365 availability for support	M		
Same-day response	M		
Online support - live chat	P		
Fast response (< 1 hr.)	P		
Supplier provides toll-free number for phone support	P		
<b>Data Integration</b>			
System uses a single database for online and in-house sales and CRM/Marketing	M		
<b>Data Security</b>			
Data encryption of online transactions	M		
PCI Compliant, has certificate	M		
Ability to set security levels to performances, discounts, holds, reporting, etc. at a user level	M		
<b>Functionality</b>			
Real time, online web ticketing for single ticket sales	M		
General Admission seating offered	M		
Reserved seating offered	M		
Mixed general admission and reserved seating offered at same event	M		
Full tracking of all ticket related activity	M		
Ability to build/add on additional fees (i.e. Per order)	M		
Offers flexible ticket series or "package" creation	M		
Subscriptions or packaging of events can span multiple venues, between both reserved and general admission venues	P		
Ability to have membership levels that "unlock" subscription package discounts and other ticketing benefits in both in-house & online sales	M		
Ability to limit specific offers/price codes to selected discount codes or shows	M		
Must be compatible with Boca Lemur S printers (Serial Numbers: 326506 and 324881)	M		
Uses "shopping cart" to capture multiple transactions across multiple venues and events	M		
Promotional code entry for discount	M		
Ability to schedule promotional codes by date and time active and end	M		
Can place limit on total number of tickets that can be purchased per promotional code / per customer	M		

<b>Functionality (continued)</b>			
Can set true BOGO promotional offers that will force customers into the parameters of the BOGO <sup>1</sup>	M		
Ability to assign ticket allocations to promotions	P		
Patrons can select "best seat available" when buying online	P		
Patrons can pick their own seat from online seating diagram	M		
At-home ticket printing for online sales	M		
At-home ticket printing for phone sales via follow-up email to patron	M		
Automatic e-mail confirmation sent to customer	M		
Automatic e-mail customizable by event	P		
Lists seat location on at-home ticket printout	M		
Tracks patron history of purchases, contributions, seat selections, gifts, customer service issues, correspondence, etc.	M		
Ability to tag accounts individually, or by including them in groups <sup>2</sup>	P		
Ability to keep notes in account records	M		
Ability to split transactions across multiple payment types (cash, credit cards, gift certificate)	M		
Tickets can easily be re-printed	M		
Can place limit on total number of tickets that can be purchased per event/performance	M		
Real time, online web ticketing for flex subscription/package sales	M		
Ability to change price code of a selected seat before check out	M		
Unlimited number of facility, convenience, surcharges, and other fees	M		
Ability to include different fees for different price levels	M		
Ability to add / remove seats before check out without starting transaction over	M		
Misc. fees can be rolled into one, visible, total ticket charge (i.e., misc. fees are charged but not shown on screen or ticket)	P		
Patrons can create ticket packages themselves (e.g., discount for multiple events purchased at same time)	M		
Sell gift certificates	M		
Patron can see view from seat when choosing ticket	M		
System prevents patron from picking seat(s) that would leave single seats open	M		
System would allow box office staff to pick seat(s) that would leave single seat open	M		
Provide ad space on print-at-home tickets	P		
Provide ad space on print-at-home tickets that can be manipulated on the event/performance level	P		
Can search for and report on who is in which seat, by name, in real time	M		

<sup>1</sup> Detail any promotions that would involve "Buy one, get one free" or "discount for groups of 8 or more" that are capable of being controlled by the ticketing software and not by a separate "honor program" for which the University would have to run reports to double-check that patrons are not abusing the promotion.

<sup>2</sup> The University would prefer a system that can identify a member of a membership program at the time of purchase and guide them through their membership options that would be pre-set each season. At present, the University has two membership programs running the length of the season. The University desires the option for these membership programs to be separate from one another, even if the membership benefits for each of the programs are identical.



<b>Functionality (continued)</b>			
Mouse over seat shows seat # & seat price if unsold; if sold, it shows patron info & price paid	M		
Interactive event calendar links to all events on selected day	P		
Customer has online access to own account in order to update profile and retrieve transaction history and can see both online orders and box office orders	P		
Tickets can be purchased in someone else's name for will-call or print at home delivery	P		
Lasso/Multi-seat selection tool <sup>3</sup>	M		
Quick sale/bypass customer for night of event sales; with ability to turn this function on and off by user	M		
Customizable event messaging for box office selling	P		
Customizable event messaging to display to customer online	P		
Mobile-friendly, responsive websites	M		
Allow for comp tickets to be free of any per ticket fees	M		
Ability to set "temporary / permanent" 2 <sup>nd</sup> ticketing office location	M		
Ability to establish timed entries for ticketed events	M		
<b>Marketing / Email</b>			
User-friendly integrated customer email system	M		
Ability to send targeted emails based on past buying preferences	M		
Ability to set individual marketing questions for individual shows	P		
Ability to automate functions and emails that can be set by marketing and box office staff	M		
Ability to send targeted automated emails to customers who attended performance (tickets actually scanned in)	M		
Built in mechanism for polling of customers, either online or via box office window at POS	P		
Email system has ability to use pre-designed templates, as well as customer-generated templates <sup>4</sup>	M		
Email system has an HTML interface	P		
<b>Infrastructure</b>			
Web-based ticketing system	M		
Includes barcode scanning ticket entry system	M		
Provides access control to prevent duplicate ticket use	M		
Allows unlimited number of venues	M		
Unlimited number of discounts, price categories, price levels and hold codes	M		
Extensive sales source identification capabilities	P		
Scans patron mobile phone barcode display in real-time	M		
Allows smartphone ticket purchase	M		

<sup>3</sup> For group sales, the University requires a "short-cut" for selecting large groups of seats without having to click on or select each seat individually.

<sup>4</sup> The University requires the capability to send out email blasts about upcoming shows that would be both easy to set up and that could be used again in the future. Also needed is the capability to email specific show information that would only be relevant to customers that bought tickets to a specific show.

<b>Reporting</b>			
Ability to look up patrons by phone number, name, e- mail address, postal code, company name, credit card by transaction, etc., quickly and efficiently	M		
Ability to modify & save existing/canned reports	M		
Box Office can create new reports to our specifications	M		
Supplier can create new reports to our specification	M		
Can search for and report on who is in which seat, by name, in real time	M		
Real-time notification of arrival of "flagged" patron	M		
Ability to automate reports to email out on a scheduled basis	M		
<b>Staff Access</b>			
Allows for unlimited system users	M		
Allows multiple concurrent user logins	M		
Password protected logins for each individual user	M		
Assignable privileges for users, from groups down to specific users	M		
Able to limit user privileges by event/organization <sup>5</sup>	M		
Keeps log of individual daily transactions by user account - "who did what"	M		
<b>User Friendliness</b>			
Box office staff can easily set up and modify own event in system w/o needing to know HTML, CSS, or other Web design tools	M		
Multiple seating charts can be made from scratch by box office staff for various events	M		
Show set-up from master templates can be done quickly via cut & paste or multi-show date entry	M		
Online access is compatible with most recent 3 versions of common internet browsers (Internet Explorer, Firefox, Safari, Chrome, at minimum)	M		
Shows all charges itemized prior to Credit Card submission/ticket purchase	M		
Has hands-on demos online	M		
Has online training	M		
Has active online User Group(s)	M		
Recognizes potential duplicate accounts at online account login or box office POS	P		

## B. Hardware

1. The selected Offeror shall provide six (6) wireless ticket scanners.
2. The Offeror's proposed scanners and services shall be compatible with the University's two Boca Lemur S Thermal ticket printers. (Note: The University will provide credit-card readers.)

**C. Hosting Services** - Offerors shall provide PCI compliance certification. Offeror shall provide PCI compliance certification standard annually and will update PCI compliance certification whenever standards require.

<sup>5</sup> The University needs to be able to establish a "member" in the system, set their level and have the software manage their comp tickets as well as their purchased tickets within the same sale. For instance, one of the University's resident companies has their own "memberships." With their members, each member presently can receive a set number of complimentary tickets depending on their membership level.

**D. Implementation Services** - Each Offeror's proposed solution should meet the following implementation needs:

1. **An implementation timeline that provides for conversion and testing by Monday, August 1, 2022.**
2. **The new system completed, installed, and functional by Monday, August 29, 2022. This timetable is critical to ensure that the system is operational prior to the expiration of our current ticketing software license agreement. (NOTE: Due to upcoming and already scheduled events, the University may alter this timeline upon mutual agreement with the awarded vendor.)**

**E. Conversion** - (This term is defined as the transfer of account servicing information from the current contractor to the newly awarded contractor under the current solicitation.)

1. Offeror shall, at the request of the University, be able to complete parallel ticketing runs for a show or shows with the currently contracted ticketing service with the purpose of safeguarding successful implementation when Offeror's contracted service begins.
2. Offeror shall provide all data processing support required to create a computer file as of the conversion date.

**F. Training** - Each Offeror's proposed solution shall include the following:

1. Initial training services shall be provided either on-site or off-site.
2. Ongoing training shall be made available after the University has achieved self-operational capacity.

➤ **Ticket Inventory** - The Box Office Manager and/or other box office employees with proper authority shall be able to do the following:

1. Issue ticket holds
2. Kill/make seats unavailable for sale
3. Issue complimentary tickets
4. Reserve seats to be paid for later
5. Issue refunds or credits
6. Exchange tickets
7. Control inventory available for internet sales
8. Have paperless ticketing capabilities
9. Export reports

➤ **Reporting** Supplier shall be capable of running reports that provide the following data:

1. Attendance sales and customer reports of tickets scanned Sales Report for an individual event
2. Detailed Sales Report for a multi-performance event
3. Method of Payment report that includes number of tickets by price code
4. Method of Payment User Reconciliation Report
5. Daily Sales Report
6. Weekly Sales Report utilizing General Ledger entries - Sales comparison/projections/trends report
7. Ad hoc and/or custom reports that can be saved for future use.

➤ **Customer Support/Service/Maintenance/Warranties –**

1. Offeror shall provide a Customer Support/Service/Maintenance/Warranties solution for the Box Office System.
2. The selected Offeror must provide an annual service and maintenance contract. At a minimum, the solution shall include:
  - a) A copy of the proposed service contract with the Offeror's response.
  - b) A description of the level(s) of "help-desk" service, e-mail service, and on-site service that will be provided and a listing of costs for additional services above those thresholds.
  - c) A description of maintenance that will be provided for the system, including updates or upgrades to accommodate new product features, periodic system maintenance, and guarantees should any module or software component become ineffective for its intended use.
  - d) A statement that the product source code shall be placed in escrow with a third party and made available if in the event your company becomes no longer able to continue with the agreed upon contract terms.
3. The University requires customer service at no additional cost.

➤ **Multi-Departmental Potential** - The awarded vendor shall, at the University's request, be able to provide and to allow additional departments (like Athletics) to purchase the awarded solution at the same pricing structure at a later date, if desired.

➤ **Additional Information –** Offeror shall provide the following:

1. The University requires a five (5) year contract for ticketing services.
2. Selected vendor will have own marketing / digital advertisement agency available upon request.

- **Service Level Agreements** - Offeror must provide a copy of your Service Level Agreement (SLA).
- **No Physical Media Allowed** - Implementation, conversion, hosting, and any other services provided the the University by the Offeror shall not consist of providing physical media of any kind, including (but not limited to) CDs or USB-Storage.
- **Cancellation** - In the event of a cancellation, the selected vendor shall fully refund all fees.

**DELIVERY/ PERFORMANCE LOCATION – SPECIAL (JAN 2006):** Contractor shall deliver to:

**Francis Marion University**  
**Performing Arts Center**  
**201 S. Dargan St.**  
**Florence, SC 29506**

**CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to:**

**Bud Simmons**  
**Director of the Performing Arts Center**  
**(843) 661-1124**

**OR, FMU Purchasing Office**  
**(843) 661-1160**

**DELIVERY DATE - SPECIFIED (JAN 2006):** Delivery shall be made no later than dates specified in “Scope of Work/Specifications” (E)(2) on page 15 of this solicitation. Contractor may request approval to deliver items prior to the delivery date. [03-3040-1]

**OPERATIONAL MANUALS (JAN 2006):** Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

**TECHNICAL SUPPORT – INCLUDED (JAN 2006):** Upon request, contractor shall provide technical assistance or service. Such service shall be available within hours following request. [03-3075-1]

**TRAINING (JAN 2006):** Upon request, contractor shall demonstrate equipment within days after delivery. [03-3080-1]

**WARRANTY – STANDARD (JAN 2006):** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

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

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015):** You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

**INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006):** In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation [04-4005-1]:

1. Cover Page – Page 1 of this Solicitation Document

2. Contact Information & Acknowledgement of Amendment(s) – Page 2 of this Solicitation Document

3. Letter of Introduction

A Letter of Introduction, which includes a summary of the Offeror's ability to perform the services described herein and statement that the offeror is willing to perform those services and enter into a contract with Francis Marion University. The letter must be signed by a person having the authority to commit the offeror to a contract.

4. Executive Overview

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

5. Technical Proposal

- The proposal should fully describe the technical approach to be used with particular attention to phasing of tasks, methods utilized and scheduling of time and personnel. Specifically, the offeror should define the major components of each phase of the project and suggest important additional items that may need to be considered.
- The proposal should contain a proposed workplan, with a detailed description of the activities proposed for the contractual period in a time-ordered sequence as well as a status reporting procedure.
- Examples of reports, on-line screens, conversion work plans, training outlines and other relevant documentation should be presented as part of the proposal. All data elements of the billing service should be identified.
- Vendor should describe in detail how the proposed system meets each requirement in Section III entitled: "Scope of Work/Specifications." Proposals should include but not be limited to the preceding specific specifications section (see Section III. Scope of Work/ Specifications section above). Vendor's response should follow the outline used in this RFP, answering and/or responding to questions in the same order as presented in this solicitation.

➤ **Hardware** – Provide the details below regarding necessary hardware

1. Offerors shall identify and describe the minimum hardware requirements (computer specifications, server requirements) necessary to run and maintain the Box Office Software system.
2. For the University's wireless ticket scanner needs, the Offeror shall identify and describe the six (6) ticket scanners that would be included in their proposed hardware solution. (These must be compatible with the University's two Boca Lemur S Thermal ticket printers.)

➤ **Hosting Services** – Describe your hosting services solution as follows:

1. Each Offeror shall identify and describe their hosting services solution for the Box Office System. (This includes the hosting of all patron data for the Box Office System including information received by the Box Office at the Performing Arts Center in person or by phone as well as data received through the online module.)
2. Additionally, respondent's proposal shall include specific information detailing the following:
  - Identify and describe your secured method of data transport (Note: The University desires to know proposed, specific methods for securing data whether the data is at rest or in storage, in use, when used or accessed, in motion or during transmission).
3. Identify and describe whether Offeror can provide VPN capability.

➤ **Implementation Services** – Each Offeror shall identify and describe their implementation solution as follows:

1. Identify and describe your earliest implementation date and timetable (if earlier than the dates listed in Scope of Work) **OR**, Offeror must outline the implementation schedule to meet the dates listed in the Scope of Work.
2. Identify and describe all functional, technical, and other resources at FMU and at the FMU PAC required by your company for successful implementation.
3. Identify and describe how your system may integrate with our Higher Education ERP system – Ellucian Colleague? (The University desires to know any and all specific capability of integration to our Higher Education Enterprise Requirements Programming system, so please provide any and all integration and/or compatibility details.)
4. Describe the SMTP environments with which your solution integrates.

5. If your system has any special SMTP requirements, identify and describe them.
  6. If your system integrates with any email marketing solutions (Benchmark, Constant Contact, Mailchimp, etc.), identify and describe those integration specifics.
  7. Does your system have any other implementation requirements? If so, identify and describe them.
  8. Identify and describe any additional components that would aid in and make the implementation process quicker and/or easier.
  9. If you have any implementation concerns, identify and describe them.
  10. Identify and describe any other implementation requirements not highlighted or requested in this document.
  11. Provide the names and resumes of the individuals that will be implementing your solution for our University.
  12. List 2-3 references of like institutions for which you have completed similar or comparable implementations.
- **Training** - Describe training solutions including relevant details for the following:
1. Initial training services that will be provided on-site and/or off-site.
  2. Ongoing training available after the University has achieved self-operational capacity.
- **Ticket Inventory Questions** - The Box Office Manager and/or other box office employees with proper authority shall be able to do the following. Please describe how the following is accomplished:
1. When exporting reports what are our output options? (e.g. Microsoft Word, Microsoft Excel, other?)
- **Event Set Up Questions** - Explain how event set up is done. Include the following points:
1. Can set up be done by the Supplier if needed?
  2. Can set up be done by box office staff if desired?
  3. Where are seating charts stored?
  4. Can the box office staff produce multiple seating charts for special events / rentals?
  5. If featured, where are "view from seat" photos stored?
  6. How soon in advance of ticket sales can an event or events be set up in the system?
  7. Can event details be changed after tickets go on sale?
- **Reporting** - Supplier shall provide further details as pertaining to the following documents:
1. Explain how ad hoc and/or custom reports are generated and saved for future use.
  2. Indicate whether third-party and/or extra-cost reporting tools are required or recommended.
  3. Provide sample documents of the following:
    - i. A sample online credit card receipt, and online box office credit card receipt.
    - ii. Attendance sales and customer reports of tickets scanned Sales Report for an individual event
    - iii. Detailed Sales Report for a multi-performance event
    - iv. Method of Payment report that includes number of tickets by price code
    - v. Method of Payment User Reconciliation Report
    - vi. Daily Sales Report
    - vii. Weekly Sales Report utilizing General Ledger entries - Sales comparison/projections/trends report
    - viii. Sample formatted ticket (online and box office) and customer receipt (online and box office)
    - ix. Sample ad hoc and/or custom reports that can be saved for future use
- **Customer Support/Service/Maintenance/Warranties** – Offeror should identify the University's designated customer service representatives. (Note: The University prefers that the customer service representatives are located in the Eastern Time Zone.)
- **Additional Information** – Offeror should provide the following details for informational purposes:
1. Provide a complete and detailed explanation for how membership, subscription, and/or flex packages are managed by your system.
  2. The Offeror may provide any additional information to further demonstrate or explain the functions and features of the system proposed that is not otherwise covered in other sections of the proposal. The Offeror should include sample contracts, product documentation, and corporate information (including the most recent annual financial report and a Dun and Bradstreet report, if available) in this section.
- **Service Level Agreements** - Provide your scheduled downtime, performance and response time, error correction time, and provide detail regarding your infrastructure & security. Describe the process for reporting service incidents and detail the expected turnaround time for resolutions based on your SLA.



- **Remediation For Service Level Agreement Violations** - Provide your specific schedule for remediations back to University for all SLA violations. Include specific detail including percentages of sales credited back to University, timing of said credits, or other payments to University as a result of SLA violations.
  - **Software License Agreement** - The Offeror must provide a current copy of their Software License Agreement for their solution.
  - **Disaster Recovery / Business Continuity** - Describe your Disaster Recovery and Business Continuity plans. Provide schedule for specific remediations due to the University in the event of a disaster at Offeror.
6. **Qualifications - Company Experience:** Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.
- The general history and experience of the business in providing work of similar size and scope.
  - List all other institutions of higher education within the last two years with which the Offeror implemented similar projects.
  - Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] NOTE: The requirement for Financial Information is not necessary with the offeror's submission; but may be requested by the Procurement Officer prior to award.
  - A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. Describe the scope of effort for each reference account, and whether the engagement has been completed or is still ongoing.
  - List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]
  - List any contracts cancelled within the last two (2) years, and explain/describe circumstances/reason for cancellation. Include customer business name, address, contact, contact title, and contact phone number.
  - Vendor is responsible for ensuring that all contact information, including both telephone numbers and e-mail addresses, is current as of date of submission of the RFP.
  - Provide contact information for primary key contact and any secondary key contacts for the account:
    - Name and title
    - Direct phone and fax numbers and extensions
    - Email addresses
  - Complete Attachment 1 "Offeror Information: References" to provide three current references for whom directly related previous work was performed. The University may contact these organizations as references.
7. **Qualifications - Personnel**
- The individuals who will be assigned to the project, the level of each individuals expertise and the percentage of time each will devote to the project.
  - How the professional personnel will operate organizationally.
  - The name and title of the person who will direct the project.
  - The related experiences of the proposed personnel must be outlined in detail.
8. **Evidence of Minority Participation (if applicable)**  
**MINORITY PARTICIPATION (DEC 2015):**
- Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No
  - Is the bidder a Minority Business certified by another governmental entity? [ ] Yes [ ] No
  - If so, please list the certifying governmental entity: \_\_\_\_\_
  - Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? [ ] Yes [ ] No
  - If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_
  - Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? [ ] Yes [ ] No

- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_
- If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
  - Traditional minority
  - Traditional minority, but female  Women (Caucasian females)
  - Hispanic minorities
  - DOT referral (Traditional minority)
  - DOT referral (Caucasian female)
  - Temporary certification
  - SBA 8 (a) certification referral
  - Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory> [04-4015-3]

9. Additional Information

- Any items requested in this solicitation not specifically mentioned in Sections 1-8. Since the preceding sections are to contain only information that is specifically requested, additional information considered essential to the proposal should be included in this section. Offerors are strongly encouraged to refrain from providing erroneous or extra information, exhibits, pictures, etc. The Offeror's general information publications, such as complete directories or client lists, should not be included. Such items will not be reviewed or considered in proposal evaluations. If there is no additional information to present, state "There is no additional information we wish to present".

10. Cost Proposal / Pricing

- The Cost / Bidding Schedule / Price-Bid Proposal shall be sealed in a separate envelope labeled "Cost Proposal" and shall include Page 1 of this solicitation and "Section VIII - Bidding Schedule / Price-Business Proposal," of this solicitation document. Reminder: submit these items as a separate, sealed document.
- The Offeror should submit pricing that includes all components noted in "Section III. Scope of Work/Specifications."
- Third-party software or services costs, and any other associated costs should be included.
- A digital version of the cost proposal should be submitted on a separate device from the Technical proposal.

**Demonstration:** Offerors whose proposals are deemed responsive and responsible will be contacted by e-mail to schedule an online demonstration scheduled within the times cited on page 2 of the Cover Page. All demonstrations shall not introduce any new information not already included in the proposal. Demonstration length is limited to forty-five (45) minutes of demonstration, with an additional fifteen (15) minutes for questions. Offeror's online demonstration shall be included as material along with the written proposal in determination of the winning proposal.

**EVALUATION FACTORS -- PROPOSALS (JAN 2006):** Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]  
- All proposals will be initially reviewed by the University for the purpose of determining responsiveness. Any proposal that does not meet the material and/or essential requirements of the State will be subject to disqualification pursuant to S.C. Statute, Regulations and Interpretative Authorities. Each proposal received which is found to be both responsible and responsive will be evaluated against the criteria indicated below which does include the demonstration. Each Offeror will be asked to demonstrate their solutions remotely. Each Offeror asked to provide a demonstration will be evaluated against the criteria indicated below.

**Note: Thursday, June 23 and Tuesday, June 28 are the tentatively scheduled dates for remote/online demonstrations as cited on page 2 of the Cover Page. Offerors who are identified as responsive and responsible based upon their proposal should reserve those dates. FMU will notify Offerors as quickly as possible to schedule specific dates and times. Offeror's demonstration shall not provide new information, which was not already indicated in Offeror's solicitation. Demonstration length is limited to forty-five (45) minutes of demonstration, with an additional fifteen (15) minutes for questions.**

Upon completion of the demonstration, each Offeror will be evaluated on the following criteria, which are listed in their order of relative importance:

1. **Technical Proposal:** The completeness and suitability of the Offeror's proposed solution, as well as Offeror's understanding of scope of work and ability to meet or exceed all of the technical specifications for the RFP, and Offeror's enhancements beyond the minimum requirements of the RFP.
2. **Demonstration:** The completeness and suitability of the Offeror's demonstration to show the functional, technical and performance needs of the RFP. Demonstrations will be offered to respondents that appear responsive and responsible based upon the submission of their proposal.
3. **Qualifications:** Offeror's prior relative experience and reference content, performance on projects of a similar size and nature and ability to provide consulting and customization services.
4. **Business Proposal:** Financial impact of Offeror's proposed systems on the business & financial operations of the University.

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

- (a) What type of work is being contracted offshore? \_\_\_\_\_
- (b) What percentage (%) of the total work is being contracted offshore? \_\_\_\_\_
- (c) What percentage (%) of the total value of the contract is being contracted offshore? \_\_\_\_\_
- (d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award. [04-4020-1]

**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]

## V. QUALIFICATIONS

See also pages 18 & 19, Section IV, Item #6 "Qualifications-Company Experience" and Item #7 "Qualifications-Personnel"

### **QUALIFICATIONS SUMMARY:**

- Include a brief history of the Offeror's experience in providing work of similar size and scope. Complete attached Attachment 1 to provide references from at least three current customers for whom Offeror has provided the proposed software solution. Offeror must describe the scope of effort for each referenced account, and whether the engagement has been completed or is still ongoing. Vendor is responsible for ensuring that all contact information, including both telephone numbers and e-mail addresses, is current as of date of submission of the RFP.
- Provide a brief history including length of time in business, changes in ownership, any pending changes in ownership or significant mergers or acquisitions, and description of any legal actions taken against Offeror.
- Provide a detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which your company has performed and the general history and experience of your organization.

**QUALIFICATION OF OFFEROR (MAR 2015):** (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

**QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015):** (a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER.**

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

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

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

## **VI. AWARD CRITERIA**

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

**AWARD BY LOT (JAN 2006):** Award will be made by complete lot(s). [06-6015-1]

**AWARD TO ONE OFFEROR (JAN 2006):** Award will be made to one Offeror. [06-6040-1]

**COMPETITION FROM PUBLIC ENTITIES (JAN 2006):** If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

**DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015):** Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

**UNIT PRICE GOVERNS (JAN 2006):** In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

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

Proposals will be evaluated by a review panel on the basis of the following criteria listed in order of importance:

- 1. Technical Proposal:** The completeness and suitability of the Offeror's proposed solution, as well as Offeror's understanding of scope of work and ability to meet or exceed all of the technical specifications for the RFP, and Offeror's enhancements beyond the minimum requirements of the RFP.
- 2. Demonstration:** The completeness and suitability of the Offeror's demonstration to show the functional, technical and performance needs of the RFP. Demonstrations will be offered to respondents that appear responsive and responsible based upon the submission of their proposal.
- 3. Qualifications:** Offeror's prior relative experience and reference content, performance on projects of a similar size and nature and ability to provide consulting and customization services.
- 4. Business Proposal:** Financial impact of Offeror's proposed systems on the business & financial operations of the University.

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

**ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):** (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

**BANKRUPTCY - GENERAL (FEB 2015):** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

**CHOICE-OF-LAW (JAN 2006):** The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

**CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

**DISCOUNT FOR PROMPT PAYMENT (JAN 2006):** (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

**DISPUTES (JAN 2006):** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

**EQUAL OPPORTUNITY (JAN 2006):** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

**FALSE CLAIMS (JAN 2006):** According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

**FIXED PRICING REQUIRED (JAN 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

**NO INDEMNITY OR DEFENSE (FEB 2015):** Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

**NOTICE (JAN 2006):** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the



Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

**OPEN TRADE (JUN 2015):** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

**PAYMENT & INTEREST (FEB 2021):** (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

**PUBLICITY (JAN 2006):** Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

**PURCHASE ORDERS (JAN 2006):** Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

**SURVIVAL OF OBLIGATIONS (JAN 2006):** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

**TAXES (JAN 2006):** Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

**THIRD PARTY BENEFICIARY (JAN 2006):** This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or

claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

**WAIVER (JAN 2006):** The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

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

**BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015):** (a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

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

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

**CHANGES (JAN 2006):** (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

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

**COMPLIANCE WITH LAWS (JAN 2006):** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

**CONFERENCE -- PRE-PERFORMANCE (JAN 2006):** Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within seven (7) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized

representative shall be required to attend at contractor's expense. The Procurement Officer may waive the requirement that this meeting be held in person and allow for a meeting by phone.

**Pre-performance Conference is to discuss expectations from both sides and to get an understanding of "move-in" times, etc.** [07-7B040-1] The University is amenable to a meeting by phone, and thus, the requirement that this meeting be held in person is waived.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Coverage must include claims for:

(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into

- data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;
- (ii) privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;
  - (iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and
  - (iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.
- (c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.
- (d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)
- (e) Coverage shall have limits no less than five million (\$5,000,000.00) dollars per occurrence and ten million (\$10,000,000.00) dollars aggregate.
- (f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.
- (g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.
- (h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.
- (i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
- (j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.
- (k) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.
- (l) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
- (m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07- 7B058-1]

**CONTRACT LIMITATIONS (JAN 2006):** No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

**CONTRACTOR PERSONNEL (JAN 2006):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

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

The contractor shall provide and pay for all items required to fully and properly perform and complete the work, unless otherwise identified in Section III (Scope of Work) of this Solicitation. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

**CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006):** Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

**DEFAULT (JAN 2006):** (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

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

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

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

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

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

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

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

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

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

**DISPOSAL OF PACKAGING (JAN 2006):** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

**ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES (JAN 2006):** The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

**ESTIMATED QUANTITY - UNKNOWN (JAN 2006):** The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

**ILLEGAL IMMIGRATION (NOV 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-

subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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

**INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015):** (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

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

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

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

**INDEMNIFICATION- INTELLECTUAL PROPERTY (JAN 2006):** (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim.



(b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

**INFORMATION SECURITY - DEFINITIONS (FEB 2015):** The following definitions are used in those clauses that cross reference this clause.

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

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

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

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

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

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

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

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

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

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

**INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015):** (a) Definitions . The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

**Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**INFORMATION USE AND DISCLOSURE (FEB 2015):** Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

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

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

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

to take action related to government information.

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

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

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

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

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

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

**INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015):** To the extent applicable: (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490. (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee. (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq. (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq. (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

**LICENSES AND PERMITS (JAN 2006):** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

**LIMITATION OF LIABILITY – SINGLE AGENCY (JAN 2020):** (1) Contractor's liability for damages to the Using Governmental Unit shall not exceed [a dollar amount]. (2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages. (3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to

claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party Claims-General, (ii) Indemnification-Third Party Claims-Disclosure of Information, (iii) Indemnification-Intellectual Property, (iv) Information Security-Safeguarding Requirements, (v) Information Security-Location of Data, (vi) Information Use and Disclosure-Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by contractor. (4) The absence in any subcontract of a similar clause limiting contractor's liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause. (5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed [a dollar amount]. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law. (6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B117-1]

**MATERIAL AND WORKMANSHIP (JAN 2006):** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

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

**OWNERSHIP OF DATA and MATERIALS (JAN 2006):** All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

**PRICE ADJUSTMENTS (JAN 2006):** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

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

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

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

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

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

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

**PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006):** Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at one hundred sixty (160) 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 seven (7) calendar days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

**PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006):** Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B170-1]

**PRICING DATA – AUDIT – INSPECTION (JAN 2006):** [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220]  
(a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price

was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term “records” means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

**RELATIONSHIP OF THE PARTIES (JAN 2006):** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

**RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006):** Each Using Governmental Unit’s obligations and liabilities are independent of every other Using Governmental Unit’s obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit’s act or failure to act. [07-7B210-1]

**RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015):** (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

**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]

**STORAGE OF MATERIALS (JAN 2006):** Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation. [07-7B235-1]

**TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006):** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 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]

**TERM OF CONTRACT – OPTION TO RENEW (FEB 2021):** At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year(s), 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]



**TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006):** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least one-hundred eighty (180) days prior to the expiration of the then current term. [07-7B250-1]

**TERMINATION FOR CONVENIENCE (JAN 2006):** (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

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

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

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

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

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

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

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

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

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

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

**WARRANTY – STANDARD (JAN 2006):** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

**YEAR 2000 WARRANTY (JAN 2006):** Contractor represents and warrants that the equipment is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the equipment will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. [07-7B285-1]

**ACCESS TO DATA (FMU 2017):** The University shall have the right to access and retrieve all data, regardless of who created the content and for what purpose the content was created. Select authorized University official or officials will be designated as the sole accessor or accessors to data retrieval by the University. Any change or changes to said designee may only be made by the University.

**ACCESS TO DATA IN TIME OF EMERGENCY (FMU 2017):** In the event of an emergency or time-sensitive situation, the University may require immediate access and retrieval of all data. The University will validate this request in writing from an authorized University official.

**DATA BREACH (FMU 2017):** In the event of a data breach or unauthorized access to data, Offeror shall provide all details of the breach to the University including the time of the breach, nature of the breach, the specific data that was compromised, all parties involved in the breach, all litigation efforts by the Offeror regarding the breach, and corrective actions to be taken by Offeror as a result of the breach. Offeror shall be responsible for all damages, fines, litigation costs, and all other expenses related to a breach of data. Any term or condition is void to the extent it requires the University to indemnify, defend, or pay attorney's fees to anyone for any reason.

**DATA TRANSPORT, STORAGE, AND LOCATION (FMU 2017):** Storage of all data shall only be stored within the Continental United States. Data shall be encrypted both in transport and "at rest". Per State of South Carolina Law, all disputes regarding this contract shall be litigated within the state of South Carolina. Any contract provisions which the Offeror requires to be litigated outside of the state of South Carolina are void. Offerors services must be FedRAMP compliant. Offeror shall remain up to date with FedRAMP compliance. Physical storage location of all University data shall reside in the Continental United States.

**DISPOSITION OF DATA UPON REQUEST (FMU 2017):** Upon request from the University, Offeror shall destroy specified records as requested. Offeror shall provide specific detail regarding its process for disposition of data.

**OUTSOURCED SERVICES (FMU 2017):** No assignment of the contract or components of the contract can occur without explicit, written agreement from an authorized University official. The Offeror is directly responsible for all terms of the contract, regardless of outsourced functions.

**OWNERSHIP (FMU 2017):** The University owns all data residing within the cloud environment. The University holds all rights to University data including but not limited to intellectual property. Offeror shall not access any data within the cloud environment with the purpose of corporate gain by the Offeror, and Offeror shall not provide access to data within the cloud environment to any organization other than the University.

**PUBLIC RECORDS REQUESTS (FMU 2017):** Offeror shall not provide data to individuals, groups, or organizations making records requests unless directed to do so by an authorized University official. In the event of litigation, during the duration of the litigation Offeror shall provide the mechanism by which data is preserved in its entirety. All media maintained for the backup of data must be available for a search in the case of litigation. To ensure compliance with all South Carolina laws, data requested will be reviewed and potentially redacted or removed from provision by authorized University officials.

**RETURN OF DATA UPON CONTRACT TERMINATION (FMU 2017):** Upon termination of this contract for any reason, Offeror shall return all data to the University. Offeror shall return the data to the University specifically in XML. Include process/timeline/format for the provision of data in this case.

**RIGHT TO AUDIT AND INSPECT (FMU 2017):**

1. The University reserves the right to request third-party audits and/or certifications related to infrastructure and security, including penetration testing and vulnerability assessments. In addition, any reports produced from these audits and certifications will be provided to the University for review.
2. The University (or a third-party provider selected by the University) reserves the right to perform an onsite inspection of the cloud offeror's infrastructure and security practices on a specified basis.
3. The University reserves the right to review the infrastructure and security specifications in written format if it so chooses.
4. The University reserves the right to audit the performance records of the cloud provider, as well as access to daily and weekly service quality statistics.



## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

**PRICE PROPOSAL (JAN 2006)** - Notwithstanding any other instructions herein, you shall submit the following price information as a **separate document**: [08-8015-1]

Item	Quantity	Unit of Measure	Unit Price	Total Annual Price Estimate	Total 5 Year Price Estimate
1	20,000 – Box 12,000 – Online	Per Ticket Cost	Box Office/ticket: Online/ticket:	Box Office total: Online ticket total:	

**Item Description:** University cost per online ticket sold

**Tendering Text:** Cost per ticket charged to the University for each online ticket sold to include tickets sold from the box office or purchased online by patron. Patrons shall not be charged a per ticket cost; all per ticket costs should be charged to the University. This would be an internal fee to the University leaving us the flexibility to pass on whatever portion of that charge to the patron that we see fit. Quantity is an estimate only and by no means is meant to serve as an accurate predictor of online ticket sales.

Item	Quantity	Unit of Measure	Unit Price	Total Annual Price Estimate	Total 5 Year Price Estimate
2	400 – Box 100 – Online	Per Subscription Package Cost	Box Office/ticket: Online/ticket:	Box Office total: Online ticket total:	

**Item Description:** University cost per subscription package sold.

**Tendering Text:** Cost per ticket charged to the University for each subscription package sold to include subscriptions sold from the box office or purchased online by patron. Patrons shall not be charged a per subscription package cost; all per subscription package costs should be charged to the University. This would be an internal fee to the University leaving us the flexibility to pass on whatever portion of that charge to the patron that we see fit. Quantity is an estimate only and by no means is meant to serve as an accurate predictor of Subscription Package ticket sales.

Item	Quantity	Unit of Measure	Unit Price	Total Annual Price Estimate	Total 5 Year Price Estimate
3	100 – Box 50 – Online	Per Flex Package Cost	Box Office/ticket: Online/ticket:	Box Office total: Online ticket total:	

**Item Description:** University cost per flex package sold.

**Tendering Text:** Cost per ticket charged to the University for each flex package sold to include packages sold from the box office or purchased online by patron. Patrons shall not be charged a per flex package cost; all per flex package costs should be charged to the University. This would be an internal fee to the University leaving us the flexibility to pass on whatever portion of that charge to the patron that we see fit. Quantity is an estimate only and by no means is meant to serve as an accurate predictor of Flex Package ticket sales.

Item	Quantity	Unit of Measure	Unit Price	Total Annual Price Estimate	Total 5 Year Price Estimate
4	5,600 – Box 2,400 – Online	Per Comp Ticket Cost	Box Office/ticket: Online/ticket:	Box Office total: Online ticket total:	

**Item Description:** University cost per online comp ticket issued.

**Tendering Text:** Cost per ticket charged to the University for each online comp ticket to include tickets issued from the box office or online by patron. Patrons shall not be charged a per ticket cost; all per ticket costs should be charged to the University. This would be an internal fee to the University. Quantity is an estimate only and by no means is meant to serve as an accurate predictor of complimentary ticket sales.

Item	Quantity	Unit of Measure	Cost of Box Office Software to install requested system.	All-inclusive Cost (not to exceed dollar amount for travel costs for training and implementation, and all other costs not reflected in items 1 – 4)	Total Unit Price
5	1.000	Activity Unit			

**Item Description:** Box Office Software System including Online Module and all-inclusive travel costs associated with implementation and training.

**Tendering Text:** Indicate the cost of the Box Office Software to install requested system. Pricing shall include software, online module, implementation, training, and warranty for the solution itself along with any other costs not reflected in items 1 – 4 above. This total must include the all-inclusive total – not to exceed - dollar amount for travel costs if necessary, and for all training and implementation.

Item	Quantity	Unit of Measure	Unit Price	Extended Price
6	6.000	Each		

**Item Description:** Wireless ticket scanners (6 units total)

**Tendering Text:** The selected Offeror shall provide ticket scanners. The Offeror should identify and describe the ticket scanners that would be included in their proposed hardware solution that The University may elect to purchase. The University requires six (6) wireless ticket scanners.  
 Offeror's Description & Identification of Proposed Ticket Scanners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>GRAND TOTAL</b> (Total 5 Year Estimate & Extended Price) Inclusive of items 1 - 6 above:	
--	--

**Note:** The University shall not be charged additional costs other than those indicated in items 1 – 6 above. The price charged by the vendor per online ticket, per subscription package, per flex package, or per comp ticket issued shall not be based on the face value of the ticket.

**Vendor:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_  
 (Same signature as individual who signed cover page of the solicitation)

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

## **IX. ATTACHMENTS TO SOLICITATION**

- 1. References**
- 2. Nonresident Taxpayer Registration Affidavit**
- 3. Drug Free Workplace Affidavit**
- 4. Open Trade Representation**
- 5. Service Provider Security Assessment Questionnaire**
- 6. Vendor Application (submit a copy of W-9 with this form)**
- 7. Offeror(s) Checklist**

(This section intentionally left blank.)

**Attachment 1**  
**References**  
*(Section 10 of Offer)*

In the space below, please provide contact information for at least three (3) references in which you provided services of a similar scope:

**Reference 1**

Name of Organization \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

**Reference 2**

Name of Organization \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

**Reference 3**

Name of Organization \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

**Reference 4**

Name of Organization \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

**Reference 5**

Name of Organization \_\_\_\_\_  
Point of Contact \_\_\_\_\_  
Telephone \_\_\_\_\_  
E-mail \_\_\_\_\_

**Attachment 2**  
**STATE OF SOUTH CAROLINA**  
**DEPARTMENT OF REVENUE**  
**NONRESIDENT TAXPAYER**  
**REGISTRATION AFFIDAVIT**  
**INCOME TAX WITHHOLDING**

---

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

1. Owner, Partner (s) or Corporate Name of Nonresident Taxpayer:

---

**2. Trade Name (Doing Business As):**

---

3. Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

4. Federal Identification Number: \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40 (b) (6) (f) (5), I declared that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_ (Seal)                      Date: \_\_\_\_\_  
(Signature of Owner, Partner or Corporate Officer)

If Corporate officer state title: \_\_\_\_\_

\_\_\_\_\_  
(Name-Please Print)

**Attachment 2 (continued)**  
**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING**

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

---

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

---

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

---

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:  
<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>





## Attachment 4

### OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

*The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.*

---

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below 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.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	[Not used]

## Attachment 5

### SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

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

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

### Attachment 5 (continued)

9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?
  
10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?
  
11. Describe your incident response policies and practices.
  
12. Identify any third party which will host or have access to government information.

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

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

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

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

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

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

# Attachment 6



Francis Marion University  
Vendor Application Form

**Submit your W-9 form WITH this Vendor Application Form**

<p><u>This information to be completed by FMU:</u></p> <p>FMU Vendor #: _____</p> <p>New Vendor: _____</p> <p>Vendor Info Change: _____</p>
---

Company Name or Individual Name (as shown on your income tax return): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact E-mail Address: \_\_\_\_\_

This is also my address where Purchase orders should be sent (circle) Yes or No

If you have a **"Doing Business As"** name, please include here.

Doing Business As (DBA) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

This is also my address where Purchase orders should be sent (circle) Yes or No

Payment Remittance Address

Payment Remittance Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact E-mail Address: \_\_\_\_\_

This is also my address where Purchase orders should be sent (circle) Yes or No

E-mail Address for receiving Purchase Orders from FMU: \_\_\_\_\_

Would you like to arrange for electronic payment (circle): Yes or No

South Carolina Small and Minority Business Certification Number \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual Completing Form

\_\_\_\_\_  
Date

For FMU Use Only:

International Vendor Number (FMU will provide) : \_\_\_\_\_

\_\_\_\_\_  
Purchasing Keyed by:

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

\_\_\_\_\_  
Accounting Reviewed by:

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

Orig - April 4, 2017

## Attachment 7

### OFFEROR'S CHECKLIST AVOID COMMON MISTAKES

Review this checklist prior to submitting your proposal, provided to you as a point of reference. If you fail to follow this checklist, you risk having your proposal rejected; however, the evaluation of Responsiveness will be based on the solicitation, not this checklist. Please DO NOT return this page with your offer.

- ✓ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- ✓ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE SOLICITATION'S MANDATORY REQUIREMENTS.
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- ✓ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- ✓ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

[09-9010-1]

**THIS IS THE END OF THIS DOCUMENT**