Francis Marion University **Request for Proposal**		Solicitation Number Date Issued Purchasing Officer Phone E-Mail Address	**RFP- 2482** **8/3/2026** **Jennifer D Hester** **(843) 661-1161** **jdhester@fmarion.edu**

DESCRIPTION: **Provide a Records Management System (RMS) for the Francis Marion University Campus Police Department.**

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

SUBMIT OFFER BY (Opening Date/Time): **09/02/2026 at 2:00 PM EST** See "Deadline For Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **08/13/2026 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 (1) flash drive or other USB device as Specified and One (1) Redacted Copy as Specified.**

SUBMIT YOUR OFFER TO ONE OF THE FOLLOWING ADDRESSES IN A SEALED PACKAGE.		
MAILING ADDRESS: **Francis Marion University** **Purchasing Office** **P.O. Box 100547** **Florence, SC 29502-0547**	EXPRESS SHIPPING ADDRESS: **Francis Marion University** **Central Receiving** **4822 E. Palmetto Street Florence, SC 29506**	HAND-DELIVERY: **Francis Marion University** **Purchasing Office (Room 102)** **Stokes Administration Building** **4822 E. Palmetto Street** **Florence, SC 29506**

CONFERENCE TYPE: **N/A** DATE & TIME: **N/A** **As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions**	LOCATION: **N/A**

AWARD & AMENDMENTS	A **Statement of Award** will be posted at the Physical Address stated on **09/16/2026**. The award, this solicitation, and any amendments will be posted at the following web address: http://www.fmarion.edu/about/solicitationsawards

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) ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (tax-exempt) ☐ Corporate entity (not tax-exempt) ☐ Government entity (federal, state, or local) ☐ Other_____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
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)	

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(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) ___ Payment Address same as Home Office Address ___Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) ____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

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

Amendment No.	Amendment Issue Date	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 - A NOTICE TO VENDORS: On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences.

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.

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

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

End of PAGE TWO

Solicitation Outline

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I. SCOPE OF SOLICITATION

It is the intent of the university to solicit proposals for a Records Management System (RMS) for the Francis Marion University Campus Police Department in accordance with all requirements stated herein.

Type of Contract
A contract will be awarded in accordance with the provisions and conditions of this solicitation. The resulting contract will be for one (1) year with up to three (3) additional year options to renew.

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

CONTRACT MAXIMUM VALUE (FMU November 2024)
Start date: **12/01/2026** End date: **11/30/2030**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award.

Regardless of estimated contract dates and any Purchase Orders associated with this contract, contract value shall not exceed $325,000. University shall not be obligated to pay for any service associated with this contract if services are rendered beyond the stated $325,000 amount.

IMPORTANT NOTICE: PLEASE NOTE THAT IF TERMS AND CONDITIONS ARE OBJECTED TO OR QUALIFIED, YOUR OFFER MAY BE DEEMED NON-RESPONSIVE AND NOT CONSIDERED FURTHER.

IF YOU QUALIFY YOUR OFFER WITH STATEMENTS SUCH AS: "**THIS IS NOT AN OFFER**", YOUR PROPOSAL BE DEEMED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.
AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the
contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing
Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-3]

INDEPENDENT CARRIERS – DELIVERY OF PROPOSAL OR BID (FMU 2024):
Francis Marion University is not responsible for delays related to variation in local delivery carriers schedules. Regardless of delivery method selected by the offeror, response to this solicitation is due no later than the date and time specified on the cover page of this solicitation.

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:
http://www.fmarion.edu/about/solicitationsawards
(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 and DOLLARS (JAN 2004)
Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

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

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023):
(“OCI FAQ for Contractors” is available at www.procurement.sc.gov) (a) You certify that, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and

that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or 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. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023):
(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after Organizational Conflicts of Interest PGI, page 32 award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

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 bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [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. [02-2A075-2]

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

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

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

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)
Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.
(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, *unless otherwise approved in writing by the Procurement Officer*. All communications must be solely with the Procurement Officer. [R. 19-445.2010]
(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date***. [R. 19-445.2165] [02-2A087-1]

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

QUESTIONS FROM OFFERORS (FEB 2015)
(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled “Duty to Inquire.” **We will not identify you in our answer to your question**. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

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

RESPONSIVENESS/ IMPROPER OFFERS (JUN 2015):
(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.
(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)
Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)
If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/planandprepare/disasters/severe-winter-weather
[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 (SPECIFIED – FMU – APR 2022):
Offers must be received in the Purchasing Office by date and time stated on cover page. By Submission of an offer, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period. For 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.

VENDOR REGISTRATION OPTIONAL (FMU NOV 2011)
To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at http://www.scbos.com/default.htm) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)
Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the

person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

SEND QUESTIONS TO: **Francis Marion University**
Purchasing Department – SAB 102
4822 East Palmetto Street
Florence, SC 29506
Attention: Jennifer D Hester
E-mail: jdhester@fmarion.edu

All questions must be submitted by email. Please reference the solicitation name and number in the subject line.

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]

DISCUSSION WITH OFFERORS (JAN 2006)
After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (FMU 2024)
In addition to your original offer, you must submit an electronic copy or copies on a USB drive. Submit the number of copies indicated on the cover page. 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 USBs are provided, each USB 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]

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 (JUNE 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 post or delivery to 1333 Main Street, Suite 700, Columbia, SC 29201. [02-2B122-1]

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

III. SCOPE OF WORK/SPECIFICATIONS

It is the intent of the University to solicit proposals from qualified Offerors to provide a comprehensive, commercially available, Criminal Justice Information Systems (CJIS)-compliant Records Management System (RMS) with integrated Computer Aided Dispatch (CAD) and Professional Standards/Internal Affairs functionality for the Francis Marion University Police Department.

Background Information
Francis Marion University:

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 4,000 students. The University has an expanding presence in Downtown Florence, SC.

DEPARTMENT/AGENCY INFORMATION

The Francis Marion University Police Department currently consists of approximately:

- Twelve (12) sworn law enforcement officers
- Four (4) civilian dispatchers
- Approximately 4,000 enrolled students
- Approximately 550 faculty and staff members

The proposed system must be capable of scaling beyond the University's current usage levels, including expansion of user licenses, usage capacity, and other system resources, as operational needs evolve during the term of any resulting contract.

OVERVIEW

The purpose of this solicitation is to procure a secure, scalable, and fully supported solution to replace the University's existing Records Management System while enhancing operational efficiency, reporting capabilities, compliance, and records management. The successful Offeror shall furnish all software, licensing, implementation services, data migration, training, maintenance, support, and related professional services necessary to provide a fully operational system.

The requirements contained herein represent the University's minimum requirements. Offerors may propose additional features or functionality that enhance the overall value of their solution. No additional costs may be charged unless specifically identified in the Offeror's proposal.

The proposed solution shall be fully implemented, installed, tested, and operational no later than **December 31, 2026**, as required by the mandatory implementation deadline identified in **Attachment 8**. Offerors shall include a detailed implementation plan demonstrating their ability to meet this required deadline.

SOFTWARE SOLUTION REQUIREMENTS

The successful Offeror shall provide all labor, software, licensing, implementation services, training, maintenance, technical support, data migration, and related services necessary to furnish a fully operational Records Management System.

The proposed solution shall include, at a minimum, the following functional capabilities:

- Incident Reporting
- Arrest Documentation

- State and University Citation Management
- Collision Reporting
- Use of Force Reporting
- Case Management
- Computer-Aided Dispatch (CAD)
- Property and Evidence Management
- Agency Asset Inventory Management
- Supplemental Reporting
- Professional Standards/Internal Affairs Management
- Early Warning System (EWS)
- Parking Registration
- Clery Act Reporting Support
- NIBRS/SCIBRS Reporting
- Secure Electronic Document Storage
- Role-Based Security
- Audit Logging
- Historical Data Migration from the University's current Records Management System

RECORDS MANAGEMENT SYSTEM REQUIREMENTS

The proposed Records Management System shall, at a minimum:

- Be National Incident-Based Reporting System (NIBRS) and South Carolina Incident-Based Reporting System (SCIBRS) compliant.
- Support electronic incident reporting and report management.
- Provide supervisory review and approval workflow.
- Maintain permanent audit logs of all system activity.
- Support supplemental reports.
- Support arrest documentation.
- Support both State and University citation documentation.
- Support collision reporting.
- Support Use of Force reporting.
- Maintain searchable records.
- Allow electronic attachment of documents, photographs, PDF files, hyperlinks, and other digital evidence.
- Generate statistical and management reports.
- Provide customizable dashboards.
- Permit tagging and searching by campus building, facility, or location.
- Export records and reports in commonly accepted electronic formats.

- Support reporting and electronic submissions to applicable State reporting systems, including but not limited to CMS and SCIEX, where available.

COMPUTER-AIDED DISPATCH (CAD) REQUIREMENTS

The proposed solution shall include an integrated Computer-Aided Dispatch (CAD) module or provide seamless integration with an existing CAD solution.

Minimum functionality shall include:

- Call intake
- Request-for-service management
- Officer dispatching
- Unit status management
- Call history
- Incident number generation
- CAD reporting
- NCIC interface capability, if available and authorized
- Mapping functionality, if available

Offerors shall identify any functionality requiring third-party software, additional licensing, or future development.

PROPERTY, EVIDENCE, AND INVENTORY MANAGEMENT REQUIREMENTS

The system shall provide functionality for:

- Property tracking
- Evidence management
- Chain-of-custody documentation
- Inventory management of agency-owned assets
- Barcode capability, if available
- Evidence search and reporting

PROFESSIONAL STANDARDS / INTERNAL AFFAIRS REQUIREMENTS

The proposed system shall include a Professional Standards module capable of managing administrative investigations.

Minimum functionality shall include:

- Internal complaint tracking
- External complaint tracking
- Administrative investigations
- Investigator assignment

- Investigation workflow
- Garrity advisement documentation
- Discipline history
- Restricted-access case security
- Configurable permissions
- Early Warning System (EWS)
- Trend analysis reporting

ACCREDITATION MANAGEMENT REQUIREMENTS (Preferred)

The proposed solution may support accreditation management activities, including:

- CALEA document management
- SCLEA document management
- Policy version control
- Policy acknowledgement tracking, if available
- Automated reminder notifications
- Accreditation reporting

REPORTING REQUIREMENTS

The proposed solution shall support, at a minimum:

- NIBRS reporting
- SCIBRS reporting
- Clery Act reporting
- Statistical reporting
- Custom report generation
- Dashboard reporting
- Export capability in commonly accepted electronic formats

SECURITY REQUIREMENTS

The proposed system shall:

- Maintain Criminal Justice Information Services (CJIS) compliance throughout the term of any resulting contract.
- Comply with all applicable federal, State of South Carolina, and Francis Marion University information security requirements.
- Encrypt all data in transit.
- Encrypt all stored data.
- Support Multi-Factor Authentication (MFA).
- Maintain complete audit logs.
- Provide role-based security.

- Maintain disaster recovery capabilities.
- Maintain documented backup procedures.
- Maintain documented business continuity procedures.

Offerors shall describe their security architecture and identify any third-party security certifications maintained by the proposed solution.

NOTE: The Offeror's proposed solution must comply with all applicable federal, state, and local laws and regulations applicable to higher education and be updated in a timely manner to maintain compliance with future changes throughout the term of the contract. Applicable requirements include, but are not limited to, FERPA, the Clery Act, Section 508 of the Rehabilitation Act (ADA), and, where applicable, the South Carolina Law Enforcement Division (SLED) requirements and the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy (CJISSECPOL) Version 6.0 (see Attachment 8). The Offeror must provide documentation demonstrating Section 508 compliance and describing the measures used to ensure the security and confidentiality of Francis Marion University data.

COMPLIANCE/SECURITY/DATA OWNERSHIP REQUIREMENTS

A. On-Line/Web Interface

1. The solution must provide University users with a single sign on through a web-portal.

- A cloud-based or hosted system, not requiring any on-premises infrastructure (other than for input/output).
- Support for Single Sign On (SAML 2.0)

B. Technical – IT Requirements and Interface

1. The offeror must detail and outline all necessary IT support and resources required by the University for the installation, implementation, and day-to-day support of their proposed solution. This must include man hours required for installation and ongoing support.

- The platform requires minimal IT expertise (e.g. server management).

2. The proposed software must seamlessly integrate with Francis Marion University's Enterprise Resource Planning (ERP) system, Ellucian Colleague (UI 6.9). The University's ERP is an on-premises deployment that is hosted and managed by Ellucian within the Amazon Web Services (AWS) environment.

3. Solution must have the ability to export reports compatible with Microsoft Office applications.

C. IT Performance Criteria

1. Solution should create and maintain a real-time interface between the software application and the University's system. Contractor should provide interface between application and the University's system.
2. If client software is required, it must operate on Windows 11 and above and all common web browsers (e.g. Microsoft Edge, Firefox, Google Chrome, & Apple Safari.)
3. Solution must be able to execute commands with hot keys, keyboard shortcuts or icons and user-friendly menus.
4. The proposed system should be in production and successfully used by at least three other institutions of higher education of similar size and scope to the University.

D. Security and Authorization

1. The proposed solution must provide configurable, role-based security permissions that allow administrators to define user access based on assigned roles, responsibilities, and authorization levels, including the ability to grant or restrict the viewing, downloading, creating, editing, and deleting of data, records, forms, and other system functions.
2. The system must be secure and not at risk for hacking and unauthorized access. Address security in terms of data encryption in general and handling of any financial data, and the use of SSN if any.
3. Software must have multi-level security access to allow for data encryption over the network.
4. System should support encrypting data at-rest and in-transport.
5. The offer must not share confidential or privileged student/personnel information; this information is only for the use of the software or for Francis Marion University to which it was intended.
6. Vendors must supply FMU with its annual SOC & SOC II audits upon request.
7. Security/access levels (ability to grant access based on role/responsibility).
8. The platform and other delivered online functions shall not require the purchase of third-party web authoring or application development software.
9. Since data housed and maintained on offeror's system belongs to Francis Marion University, offeror must provide FMU its data in its entirety in an organized and readable format upon request.

E. Ownership

1. Upon expiration or termination of any resulting contract, the successful Offeror shall provide the University, at the University's request, a complete export of all University-owned data in an FMU designated format (in a non-proprietary format). The Offeror shall describe any limitations associated with data export.

F. Hosting Requirements (Preferred)

Cloud-hosted solutions are preferred.

If proposing a hosted solution, the Offeror shall provide:

- Description of hosting environment
- Physical hosting location(s)
- Confirmation that hosting facilities are located within the United States
- CJIS compliance documentation
- Service Level Agreement (SLA)
- Historical system availability
- Backup procedures
- Disaster recovery procedures
- Scheduled maintenance procedures

G. Implementation

Francis Marion University is a current LawTrak customer. Per Sled (see attachment 8), current LawTrak customers should be fully transitioned to a CJISSECPOL- and SCIBRS compliant RMS solution by **Thursday, December 31, 2026,** to avoid compliance issues during their upcoming Information Technology Security (ITS) and/or SCIBRS audit.

1. Offeror must provide an implementation timeline with a date for conversion and testing and a date for when the new system will be completed, installed and functional.
2. Must provide supported and/or self-service maintenance of the tools and platforms.
3. Must provide technical assistance to FMU to resolve search, data file, and other technical challenges.
4. Must provide professional expertise and guidance to FMU regarding best practices on the use of Contractor's tools and services.
5. The successful Offeror shall provide complete implementation services, including:
    - Project management
    - System configuration
    - Software implementation
    - Data migration
    - Testing
    - User Acceptance Testing support
    - Production deployment
    - Go-live support

H. Data Migration

The successful Offeror shall migrate historical records from the University's current Records Management System.

Offerors shall describe:

- Proposed migration methodology
- Data validation process
- Testing procedures

- Estimated migration timeline

I. System Integrations

Offerors shall identify the proposed solution's capability to integrate with or exchange data with the following systems, where applicable:

- Florence County Central Dispatch
- Axon Body-Worn Camera System
- National Crime Information Center (NCIC)
- CMS
- SCIEX
- SCUTTIES
- SCCATTS
- Ellucian Colleague
- ReadyOp

Offerors shall identify any required middleware, third-party software, additional licensing, implementation costs, or known limitations associated with each integration.

J. Training

1. Must provide training to a minimum of sixteen (16) university employees as designated by contract administrator.
2. Training shall include, at a minimum:
    - System administrators
    - Police officers
    - Dispatch personnel
    - Supervisors
    - Records personnel
3. Training may be conducted on-site, virtually, or through a combination of both.
4. Training materials shall be provided to the University.

K. Service and Maintenance

1. Offeror must provide annual and ongoing service and maintenance.
2. Offer must provide software support for design, problem solving, interfacing, data migration, software version changes, and planning.
3. Contractor shall provide “help-desk” service and on-site service available to the University by request from the Contract Administrator during business hours of Monday through Friday 8am to 5pm.
4. Contractor shall provide online help, user guides, and/or quick reference manuals.
5. Contractor shall provide maintenance 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.

6. The Contractor shall maintain the Software's compatibility with all vendor-supported operating systems and platform versions throughout the term of the agreement.
7. Contractor shall provide Emergency plans and the process for Disaster Recovery.
8. The product source code must be placed in escrow and made available in the event your company encounters any difficulties.
9. Vendors must have a viable support structure in place for setup, implementation, training, and day to day functional and technical support.

L. Warranty

1. Contractor shall provide minimum 2-year warranty.
    - Maintenance and Support should also augment the warranty. Warranty should include but is not necessarily limited to:
        - Maintenance Patches
        - Upgrades of ongoing program enhancements
        - Security Monitoring
        - Service Level Agreements (SLAs) (This is a document that outlines service expectations between vendors and customers, like uptime, backups/restores, problem, response time and resolution timeframe, etc.)
        - Security
        - Monitoring
        - Bug fixes and programming issues
        - Email and telephone support (to help users navigate the software and resolve issues)

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

Donald Tarbell
Chief of Police
dtarbell@fmarion.edu
8436611109

or

FMU Purchasing Office
(843) 661-1160

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015)

You shall submit 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]

Response shall address clearly, in the order below.

Technical Proposals

1. A total of five (5) Technical proposals shall be submitted, to include the following:
   - One (1) original, bound in a ring binder or in a manner where it shall be easily integrated into the office file.
   - Three (3) copies, affixed by staple, folder, comb, or other binding, which is slim, portable, and easily transported and stored with multiple proposals.
   - One (1) copy on a flash drive or other USB device.

     NOTE: Offerors are STRONGLY ENCOURAGED to submit an additional *redacted copy* of their Technical Proposal on the flash drive. Otherwise, all information provided may be shared with others in subsequent Freedom of Information Act (FOIA) Requests. [Reference 04-4030-2]

2. The technical proposal **should be** (preferably) tabbed for easy access to each section; and arranged in the following order. Offerors should restate each of the items below and provide their response to that item immediately after.

3. The technical proposal shall not contain reference to cost**. All information should be presented in the listed order:**

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]

To be considered for award, all proposals must include, at a minimum, the following information.

- **Offeror should describe in detail how the proposed services meet each requirement in Section III. Scope of Work/Specifications. Proposals should include but not be limited to Section III. Scope of Work/Specifications. Vendor's response should follow the outline used in this RFP including individually restating each item then addressing that item in Section III. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.**
- **Offeror's response should follow the outline used below in this RFP with all information presented in the exact listed order:**

1.0 Cover Letter

Provide a cover letter 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 cover letter must be signed by a person having the authority to commit the offeror to a contract.

2.0 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).

3.0 Company Experience & Qualifications – The proposal should specify:

1. A brief history and overview of Offeror's firm, including a statement of the general background, experience, and qualifications.
2. Sample reports generated from analytics capabilities.
3. A detailed description of the Offeror's background and organizational history to include:
    - Years in business.
    - A brief statement of how long the Offeror has been performing the type of services required by this RFP.
    - Relevant awards and recognition.
    - Location of offices.
4. The proposed system shall be fully compliant with the Criminal Justice Information Services (CJIS) Security Policy. Offerors shall provide documentation demonstrating CJIS compliance, including any applicable certification(s) and a detailed explanation of how the proposed solution meets all applicable CJIS requirements.

5. A description of the Offeror organization's number of employees, longevity, and client base.

6. A narrative description of the proposed project team, its members, their duties, and the organizational structure.

7. Offerors must also include demonstrated experience with institutions of higher education, preferably with four (4) year universities of similar size to FMU, various other state or private organizations, universities, and brands that you currently work with or have worked with, as well as any other information to demonstrate qualifications.

8. Offer is to provide the names, address and telephone numbers of three U.S. customers that have implemented your software by completing Attachment 1: Offeror Information: References.

9. Offeror must provide any information required under Section V. Qualifications, "Qualifications

4.0 Technical Proposal– The proposal should specify:

1. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.
2. 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. Describe clearly, accurately, and completely the products, actions, and activities you propose to perform as part of an agreement for services.
3. The proposal should contain a proposed work plan, with a detailed description of the activities proposed for implementation and throughout the contractual period in a time-ordered sequence as well as a status reporting procedure.
4. Offerors shall include a timeline to complete each task including implementation. Indicate the number of proposed staff to be assigned to each task. Indicate in what way (if any) the University is involved in collecting and updating data.
5. Offerors shall detail the methods used to ensure the security and protection of Francis Marion University student data and the Offeror's data.
6. Provide examples of on-line screens, conversion work plans, training outlines and other relevant documentation should be presented as part of the proposal. All data elements should be identified.
7. List Offeror's reports provided in proposed solution, provide samples of these reports, and indicate how often each report is provided.

<u>As part of your information to submit, include the following:</u>

1) Describe in detail the file import/export capabilities/requirements.

2) Describe in detail the amount of on-site and/or off-site assistance provided by the vendor during the product implementation.
3) Describe in detail the duration of training provided by the vendor.
4) Provide information describing training plans for university employees both online or in person. The costs for training materials, manuals, and assistance should be included in the pricing provided in the vendor's response.
5) List any implementation partners, third party vendors or products required or recommended.

This section may contain any additional information to further describe, demonstrate or explain the functions and features of the software and hardware systems proposed that is not otherwise covered in other sections of the proposal.

Additional:

5.0 Business Proposal – In addition to the above, vendor shall submit all price information **as a separate sealed document** (**complete Section VIII "Bidding Schedule/Price-Business Proposal"**):

** The technical proposal must not contain reference to cost. The Business Proposal cannot be included in the Technical Proposal.

The Business Proposal must include, at a minimum, the following information:

This Business Proposal will include all initial costs, installation costs, data migration, training and consulting costs, training materials costs, annual service agreement and maintenance costs, annual user conference costs, third-party software or services costs, and any other associated costs.

Any costs for "troubleshooting" problems after the initial implementation shall also be included in Item 1- installation in the price proposal.

- The Offeror must submit pricing that includes all components noted in Section III. Scope of Work/Specifications.

Offeror must provide any information required under Section V. Qualifications, "Qualifications – Required Information" regarding Financial Statements and Information Reflecting your Current Financial Position as well as a list and description of failed projects, suspensions, debarments, and significant litigation.

>>>1. Financial Statement and Information Reflecting Your Current Financial Position: If you have audited financial statements which meet these requirements, you may be requested to provide those statements at a later date. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]

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 contactor 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]

SUBMITTING REDACTED OFFERS

(FMU 2022)

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) **be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.")** Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. **NOTE: Offerors are STRONGLY ENCOURAGED to submit a redacted copy of their Technical Proposal on a flash drive. Otherwise, all information provided may be shared with others in subsequent Freedom if Information Act (FOIA) Requests.**

V. QUALIFICATIONS

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, 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:
[TO BE COMPLETED BY PROCUREMENT OFFICER]

- The proposed system shall be fully compliant with the Criminal Justice Information Services (CJIS) Security Policy. Offerors shall provide documentation demonstrating CJIS compliance, including any applicable certification(s) and a detailed explanation of how the proposed solution meets all applicable CJIS requirements.

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

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

(a) The general history and experience of the business in providing work of similar size and scope.

(b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] **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.**

(c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.

(d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.

(e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.

(f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your

performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

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

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

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

DISCUSSIONS AND NEGOTIATIONS – 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]

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 the Offeror's understanding of the scope of work and ability to meet or exceed all of the technical specifications for the RFP, the Offeror's work plan, and Offeror's enhancements beyond the minimum requirements of the RFP.

2. **Business Proposal:** Financial impact of Offeror's proposed systems on the business & financial operations of the University.

3. **Company Experience:** 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. [06-6060-1]

   NOTE: Business Proposal calculated by Purchasing Department only.

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]

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

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

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.

The contractor will be required to comply with all laws, rules and regulations applicable to dining facilities or to the service of meals therein promulgated by any federal, state or county government, bureau or department. The contractor shall maintain a DHEC A rating within the scope of their contract responsibilities. [07-7B035-1]

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

Pre-performance Conference is to discuss expectations from both sides and to get an understanding of "move-in" times, etc. [07-7B040-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)
(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an “insured contract” as defined in the policy.
(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
(3) Worker’s Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
(d) For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor’s insurance and shall not contribute with it.
(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
[07-7B056-2]

CONTRACTOR'S 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]

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]

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]

ILLEGAL IMMIGRATION (NOV. 2008)
(An overview is available at 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 (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, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. 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- INTELLECTUAL PROPERTY (JAN 2006)

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

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]

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

PRICE ADJUSTMENTS (JAN 2006)
(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the Contract or subsequently agreed upon;
(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
(d) in such other manner as the parties may mutually agree; or,
(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.
(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.
[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)
Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than 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
[07-7B170-1]

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]

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 **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**, 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 twenty (120) 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 a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

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

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

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

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

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

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

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.

DATA TYPES AND FORMATS:
Below are the data types and formats in which data should be available to the University upon request:

- Text, Documentation, Scripts: XML, PDF/A, HTML, Plain Text.
- Still Image: TIFF, JPEG, PNG, BMP, GIF.
- Graphic Image: raster formats: TIFF, JPEG, PNG, BMP, GIF.
- Audio: WAVE, MP3.
- Video: MOV, MPEG-4, AVI.
- Database: XML, CSV, TAB.

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 TRANSPORT, STORAGE, AND LOCATION (FMU 2026):
Storage of all data shall only be stored within the Continental United States. Data shall be encrypted both in transport and "at rest". 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.

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 in the format requested by the University based on the data type. Include process/timeline/format for the provision of data in this case.

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.

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 vendor'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.

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (APR 2024): 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. [04-4027-2]

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.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL (Price Proposal)

The following Bidding Schedule is required to be completed by the offeror:

The contract cannot exceed a total of $325,000 over the potential four-year period.

PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: [08-8015-1]

Notes:

- **Exclude Sales Tax in your bid prices.**
- **Bidding Schedule/Price-Business Proposal must be submitted in a separate sealed envelope.**
- **The technical proposal must not contain reference to cost or price. The Business Proposal cannot be included in the Technical Proposal.**

Question	Mandatory/ Optional	Multiple Responses Accepted?			Response
ARE YOU REQUESTING THE SC RESIDENT CONTRACTOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(III) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.MMO.SC.GOV/preferences.	Optional	No			_____ YES _____ NO
ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-2%? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.MMO.SC.GOV/preferences.	Optional	No			_____ YES _____ NO
ARE YOU REQUESTING THE SC RESIDENT SUBCONTRACTOR PREFERENCE-4%? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(D) AND SECTION IIB & VIIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.MMO.SC.GOV/preferences.	Optional	No			_____ YES _____ NO

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	1.000	Activity unit		
Item Description: All pricing associated with the implementation, installation, and configuration of the RMS solution.				
Tendering Text: Indicate the one-time cost to implement/install the proposed RMS solution. Pricing shall include all software, online module, implementation, training, applicable warranty and any other non-recurring costs for the solution itself.				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	1.000	Year		
Item Description: All pricing associated for proposed RMS solution for Year 1				
Tendering Text: Indicate pricing for Maintenance, Support, Hosting, and other costs excluding costs identified in item #1 for Year 1.				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	1.000	Year		
Item Description: All pricing associated for proposed RMS solution for Year 2 (Optional to Renew)				
Tendering Text: Indicate all-inclusive pricing for Maintenance, Support, Hosting, and other costs for Year 2.				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	1.000	Year		
Item Description: All pricing associated for proposed RMS solution for Year 3 (Optional to Renew)				
Tendering Text: Indicate all-inclusive pricing for Maintenance, Support, Hosting, and other costs for Year 3.				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	1.000	Year		
Item Description: All pricing associated for proposed RMS solution for Year 4 (Optional to Renew)				
Tendering Text: Indicate all-inclusive pricing for Maintenance, Support, Hosting, and other costs for Year 4.				

Item		Total Price
6	**Grand Total of Items 1-5**	
Item Description: Total of items 1 through 5		

Indicate here with a Yes or No answer. We are capable of having the system fully functional by December 31, 2026.

Yes _____ No _____

Vendor: _____

Authorized Signature: _____
(Same as signature on cover page)

Date: _____

IX. ATTACHMENTS TO SOLICITATION

1. **Offeror's Reference Sheet**
2. **Nonresident Taxpayer Registration Affidavit**
3. **Open Trade Representation**
4. **Drug Free Workplace Act Affidavit**
5. **Service Provider Security Assessment Questionnaire**
6. **Vendor Application Form (Must provide a current W9 with this form)**
7. **ACH Form**
8. **SLED Memo**
9. **Offeror(s) Checklist**

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 _____

Attachment 2
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **http://www.sctax.org/forms/withholding/i-312-form**

[09-9005-2]

Attachment 3
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 4

Drug Free Workplace Act Affidavit

AFFIDAVIT

I certify that we will comply with Section 44-107-10, ET Seg., relating to the South Carolina Drug-Free Workplace Act to provide a drug-free workplace. (Note: this clause applies to any resultant contract of $50,000.00 or more). The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding chapter 107, so as to enact the Drug-Free Workplace Act. (See, Act no. 593, 1990 Acts and Joint Resolutions.)

Vendor:_____

_____

Street or P. O. Box City State Zip

Telephone: _____

Printed Name: _____

_____ _____

Signature Title

Date: _____

F.E.I N: _____or S.S. #_____

FAILURE TO FURNISH THIS AFFIDAVIT WILL RESULT IN THE DELAY OF CONTRACT

THIS PAGE MUST BE SIGNED

Please return to: Francis Marion University
Purchasing Department
P. O. Box 100547
Florence, SC 29502-0547

Attn: Jennifer D Hester
Director of Purchasing

Fax: 843-661-1165
Tel: 843-661-1161
Email: jdhester@fmarion.edu

Attachement 5
Service Provider Security Assessment Questionnaire

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.

Attachment 5
Service Provider Security Assessment Questionnaire (Cont.)

8. Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of government information.

9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?

10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?

11. Describe your incident response policies and practices.

12. Identify any third party which will host or have access to government information.

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

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

By: _____
(authorized signature)

Its: _____
(printed name of person signing above)

_____
(title of person signing above)

Date: _____

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

Attachment 6
Vendor Application Form (Must provide a current W9 with this form)

FRANCIS MARION UNIVERSITY
VENDOR APPLICATION FORM

FMU Vendor #: _____
❑ New Vendor
❑ Vendor Info Change

This form is to be completed in its entirety and submitted with a copy of the vendor's applicable IRS taxpayer identification form (W-9 for United States based vendors or W-8 BEN for international vendors).

VENDOR INFORMATION

Taxpayer ID Number *(either FEIN or SS#)*	FEIN	-	SS#	- -
Company Name or Individual Name *(as shown on your income tax return)*				
Doing Business As (DBA) *(if different from name above)*				
Mailing Address	Street: _____ City: _____ State: _____ Zip: _____			
Purchase Order Address ❑ *Same as Mailing Address*	Street: _____ City: _____ State: _____ Zip: _____			
Remittance Address ❑ *Same as Mailing Address*	Street: _____ City: _____ State: _____ Zip: _____			
Would you like to arrange for electronic payment?	❑ Yes ❑ No	South Carolina Small and Minority Business Certification Number	# _____ Expiration Date: _____	

VENDOR CONTACT INFORMATION

Purchasing / Sales Contact	Name	Email Address	Phone Number
Accounting / A.R. Contact	Name	Email Address	Phone Number

REQUIRED SIGNATURE

Signature of Individual Completing this form		Date

ACCOUNTING / PURCHASING USE ONLY

Purchasing Review By		Date
Accounting Review By		Date

Attachment 7
ACH Form (if applicable)

FMU Use Only
Vendor #: _____

Francis Marion University
Authorization Agreement for Electronic Vendor Payment

Vendor Information		
This request is: ☐ New ☐ Change ☐ Cancel		EIN:
Vendor Name:		
Vendor Address:		
Vendor City:	Vendor State:	Vendor Zip:
ACH Contact Name:	ACH Contact E-Mail:	
	ACH Contact Phone:	

Banking Information		
Financial Institution Name:		
Financial Institution Address:		
Financial Institution City:	State:	Zip:
Type of Account: ☐ Checking ☐ Savings	ABA Routing Transit Number:	
	Account Number:	
☐ I have instructions with my domestic bank to deposit these funds in their entirety to an international bank account outside the U.S. (Check this box if these funds will be deposited directly or subsequently to a bank or financial agency outside the U.S.)		

Vendor Authorization	
I certify that I am authorized to initiate electronic payment to the above account and that by signing this agreement I agree to have my payments deposited electronically in the account specified. If funds are erroneously deposited in my account, I authorize Francis Marion University to debit the account up to the amount of the payment. This agreement will remain in effect until written notification of change/cancellation is submitted. Any change in your bank account information will require that you submit another Authorization Agreement form indicating the change. Failure to notify Francis Marion University of the change may delay your payment.	
Signature of Authorized Official:	Signature Date:
Typed or Printed Name of Authorized Official:	Telephone Number:

Form Submission	
Please send the original copy of this signed form to the Francis Marion University Accounting department via one of the designated methods below.	
E-Mail accountspayable@fmarion.edu Subject: ACH FORM	**Mail** Francis Marion University Attn: Accounts Payable PO Box 100547 Florence, SC 29502-0547
If you have questions or need assistance with this form, please contact the Francis Marion University Accounting department at (843)661-1128.	

South Carolina
STATE LAW ENFORCEMENT DIVISION

P.O. Box 21398
Columbia, South Carolina
29221-1398

Henry D. McMaster, Governor
Mark A. Keel, Chief

WWW.SLED.SC.GOV
(803) 737-9000

MEMORANDUM

To: Respective Agency Heads

From: Major Charles M. Coats, Jr.
Director of SLED-CJIS (CSO/SCO)

Date: Thursday, April 15, 2026

RE: LawTrak RMS Non-Compliance Notice

The SLED Governance, Risk, and Compliance (GRC) Unit is issuing this notice to inform all current LawTrak customers that the legacy Records Management System (RMS), originally provided by Nicholson Business Systems and now owned by End2End Inc., is no longer compliant with FBI CJIS Security Policy (CJISSECPOL) 6.0.

End2End, Inc. has confirmed it cannot provide security patches or updates for the legacy LawTrak product. Due to the lack of security controls and enhancements, continued use of LawTrak will pose security and compliance risks to any agency that continues to use it.

Agencies currently using LawTrak must take one of the following actions:

1. Transition to an alternative CJIS- and SCIBRS-compliant RMS solution, OR
2. Upgrade to End2End's supported product, ARMS.

Vendor selection alone does not ensure SCIBRS compliance. Before transitioning, agencies must coordinate with SLED's SCIBRS Unit to obtain the most current SCIBRS State Specification and any applicable SCIBRS Deviations. Agencies must complete a SCIBRS testing phase before approval for production reporting. During this phase, three consecutive months of incident data must be successfully submitted to the SCIBRS test environment with no critical errors.

Current LawTrak customers should be fully transitioned to a CJISSECPOL- and SCIBRS-compliant RMS solution by Thursday, December 31, 2026, to avoid compliance issues during their upcoming Information Technology Security (ITS) and/or SCIBRS audit. Please direct any ITS audit or CJISSECPOL questions to laso@sled.sc.gov and SCIBRS-related questions or concerns to scibrs@sled.sc.gov.

Attachment 9
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