DESCRIPTION: Contract with third-party vendor to provide an off the shelf payment solution

USING GOVERNMENTAL UNIT: Tri-County Technical College

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
Tri-County Technical College
Attn: Purchasing Dept.
PO Box 587
Pendleton, SC 29670

PHYSICAL ADDRESS:
Tri-County Technical College
Attn: Purchasing Department
7900 Hwy 76, Ruby Hicks Hall, Suite 280
Pendleton, SC 29670

SUBMIT OFFER BY (Opening Date/Time): 10/08/2019 2:00 PM (See "Deadline For Submission Of Offer"

QUESTIONS MUST BE RECEIVED BY: 9/17/2019 2:00 PM (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original, marked “ORIGINAL” and four (4) copies

CONFERENCE TYPE: N/A
(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

AWARD & AMENDMENTS
Award will be posted on 10/31/2019. The award, this solicitation, any amendments, and any related notices will be posted at: www.tctc.edu/purchasing

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.
(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR
(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE
Person must be authorized to submit binding offer to contract on behalf of Offeror.)

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

TITLE
(business title of person signing above)

STATE VENDOR NO. (if applicable)
(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME
(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR’S TYPE OF ENTITY: (Check one)

___ Sole Proprietorship ___ Partnership ___ Other __________________________

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

(See "Signing Your Offer" provision.)
### HOME OFFICE ADDRESS
(Address for offeror's home office / principal place of business)

<table>
<thead>
<tr>
<th>NOTICE ADDRESS</th>
<th>(Address to which all procurement and contract related notices should be sent.) (See &quot;Notice&quot; clause)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Code - Number - Extension</td>
<td>Facsimile</td>
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<tr>
<td>E-mail Address</td>
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</tbody>
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### PAYMENT ADDRESS
(Address to which payments will be sent.)
(See "Payment" clause)

<table>
<thead>
<tr>
<th>ORDER ADDRESS</th>
<th>(Address to which purchase orders will be sent) (See &quot;Purchase Orders and &quot;Contract Documents&quot; clauses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____Payment Address same as Home Office Address</td>
<td>_____Order Address same as Home Office Address (check only one)</td>
</tr>
</tbody>
</table>

### ACKNOWLEDGMENT OF AMENDMENTS
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

<table>
<thead>
<tr>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
<th>Amendment No.</th>
<th>Amendment Issue Date</th>
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### DISCOUNT FOR PROMPT PAYMENT
(See "Discount for Prompt Payment" clause)

<table>
<thead>
<tr>
<th>10 Calendar Days (%)</th>
<th>20 Calendar Days (%)</th>
<th>30 Calendar Days (%)</th>
<th>_____Calendar Days (%)</th>
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<tbody>
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</tbody>
</table>

### PREFERENCES – Do not apply to this RFP

### PREFERENCES – Do not apply to this RFP

End of Page Two
I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (MODIFIED)

Tri-County Technical College is seeking proposals from qualified services providers for an off the shelf payment management system that must be hosted by the vendor, easy to implement, have a single point of support, and keep pace with future e-commerce opportunities and future Banner upgrades. The system needs to be implemented and operational by April 1, 2020. This RFP will be used to acquire and implement services, customer support, and any required software and/or hardware devices.

All proposals should be complete and carefully worded and must convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the Request For Proposal, Tri-County Technical College will be the sole judge as to whether that variance is significant enough to consider the offeror’s proposal non-responsive and therefore not considered for award. Only the information provided with the offeror's proposal will be used in the evaluation process to determine the best offer for Tri-County Technical College.

MAXIMUM CONTRACT PERIOD-- ESTIMATED (JAN 2006)

Start date: 11/11/2019, End date: 11/10/2024. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The initial term of the contract will be one (1) year, and there will be four (1) one-year options to renew for a maximum potential contract life of five (5) years.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(A) The Solicitation may be amended at any time prior to opening. (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]

AWARD NOTIFICATION (FEB 2015)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location & 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 in excess of one hundred thousand dollars, such notice will be sent electronically to all offerors responding to the solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-2]

BID/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]

PROCUREMENT AGENT (JAN 2004)

(A) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. The Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee 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).

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;
or a criminal offense relating to the submission of offers; or 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).

(ii) Offeror has 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).  

(ii) Offeror has 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

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(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).  

Office of 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 non-resistant.

(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.

[C02-A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)
DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental 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-
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]

SUBMISSION OF QUESTIONS

Potential Offerors are encouraged to submit written questions at any time prior to the deadline. The deadline for submission of questions is September 17, 2019 by 2:00 PM EST. Tri-County Technical College is not under any obligation to respond to further questions, but reserves the right to do so after this deadline. Any follow-up questions must relate only to the amendment issued in the responses from Tri-County Technical College. Questions may be submitted as soon as they arise and all questions do not have to be submitted at one time. Please submit all questions by email. Address the subject line as follows: “TCTC-19-Payments Questions.”

E-MAIL QUESTIONS TO: mwhitten@tctc.edu

REJECTION/CANCELLATION (JAN 2004)

Tri-County Technical College may cancel this solicitation in whole or in part. Tri-County Technical College may reject any or all
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 irregularity may be cured or waived by 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 venture involving any co-venture of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If college offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MODIFIED)

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

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

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

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 INSTRUCTION

DEMONSTRATION

The three (3) highest ranked responsive Offerors with a mathematical chance of being the highest ranked offeror of this solicitation pursuant to Phase one (I) evaluations will be required to give a live demonstration of their proposed solutions. The demonstration will be conducted through a web conferencing solution. TCTC will notify the three (3) highest ranked responsive Offerors with a
mathematical chance of being the highest ranked offeror of this RFP, pursuant to Phase I ranking, as quickly as possible to schedule a specific date and time. It is anticipated that demonstrations will take place between 10/14 and 10/23. Offerors will be given 48 hours’ notice of their specific date and time. A demonstration given by an Offeror under this section is permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors.

a. The activities of the Offeror should be limited to a demonstration of the capabilities and methods described in the Offeror’s written proposal. Evaluators may ask questions pertaining to the Offeror’s demonstration at the conclusion. The Offeror’s answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information or show products/features not included in their proposal. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal during the demonstration.

b. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror’s proposal.

c. The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal; therefore the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.

d. A demonstration script will be used to assist TCTC in reviewing your response and to gauge how well your solution meets TCTC’s goals and objectives. Please prepare to present information on the items listed on the demonstration script. The time allotted for the demonstration shall not exceed one (1) hour thirty (30) minutes, which includes the demonstration and further clarifications/questions and answers.

e. If there is a portion of the demonstration agenda which your live production system does not accommodate, please state this during your demonstration and move on to the next agenda item. Failure to review or acknowledge items on the demonstration agenda may result in failing the demonstration.

f. The Offeror will present their demonstration and shall supply all components required in order to perform the demonstration. TCTC will provide a projection screen and ensure internet connectivity.

Attendees at the live or remote demonstration session must include key members of the Offeror’s proposed account management team, key technical personnel, and key subject matter experts. Offerors may only demonstrate features and/or functionality that are currently available.

DEMONSTRATION SCRIPT

The Offeror demonstration script will be outlined and provided upon scheduling of demonstrations.

MAIL PICKUP (MODIFIED)

Tri-County Technical College picks up mail from the US Postal Service daily around 10:00 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY ITEM (JAN 2006)

Offers may be submitted for one or more items. [02-2B085-1]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

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

PROTEST - CPO - ITMO ADDRESS (JUN 2006)

Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing
(a) by email to protest-itmo@itmo.sc.gov,
(b) by facsimile at 803-737-0102, or
(c) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201. [02-2B120-1]
III. SCOPE OF WORK/SPECIFICATIONS

Tri-County Technical College is seeking proposals from qualified services providers for an off the shelf payment management solution that must be hosted by the vendor, easy to implement, have a single point of support, and keep pace with future e-commerce opportunities and future Ellucian Banner upgrades. The system needs to be implemented and operational by April 1, 2020. This RFP will be used to acquire and implement services, customer support, and any required software and/or hardware devices.

This payment management solution should provide the ability to process online credit/debit cards and ACH tuition payments, provide automated student tuition payment plan administration, accept student and third-party bill payments, online eCommerce, and integrate cashiering functions with our Ellucian Banner system and payment devices. The payment management system must incorporate a single payment gateway through which all payment transactions are processed. The solution must also include real-time integration with our Ellucian Banner software. The solution should also have the ability to process online credit/debit cards and ACH tuition payments for our continuing education department that utilizes Student Manager by Aceware Systems, Inc. Real-time integration with Student Manager is required.

The current cashiering application and e-Commerce is provided by CashNet. On-line tuition payments and payment plan administration for the College and the continuing education department is provided by Flywire. The College accepts Visa, Master Card, Discover, American Express, cash, check and ACH (e-check) payments.

The College envisions an environment in which all campus payments are centralized through a single payment gateway. The gateway must be capable of integrating with user applications available online and to cashiers at the point of payment. The gateway must be processor independent and allow the College to continue its existing bank relationships. The awarded vendor will be required to assist the College in transitioning the system to a new bank if the College is required to change from its existing bank.

The system must provide campus constituents with a secure infrastructure for making online payments. It should automate business systems for payments, tuition payment plan management, e-Commerce initiatives, and campus cashiering. In addition, solutions should be integrated in real time with campus student information and finance systems.

TCTC will retain all rights and ownership of data. Upon request, the Contractor must provide a copy of the data in a usable format. Acceptable formats are CSV files, Access Database, or Excel Spreadsheets.

The solution must:

A) Have a proven REAL-TIME INTEGRATION WITH BANNER leveraging the Ellucian PCI Gateway. Must have a proven REAL-TIME INTEGRATION with ACEWARE Student Manager.
   1) Ability to post transactions to the correct general ledger account, correct term, year, etc.
   2) Reporting capabilities (pdf, excel)
      - End of day transactions
      - Payment plans
      - Defaulted payment plans

B) PAYMENT PLAN ADMINISTRATION
   1) Four month by term and student must be able to use;
      - Debit / Credit cards
      - ACH
   2) Transaction fees passed through to student.
   3) Understand charges/fees associated per ACH payment.
   4) Understand process in connection with Return payments, e.g. NSF
   5) Integrate with Ellucian Banner (SOAHOOLD screen) to apply Holds (FH) upon sign-up.
   6) Communication flows to student to include:
      - Confirmation of enrollment in a plan
      - Rebalancing plan notification
      - Notification of payment drafts
- Notification of returned/failed payments
- Mobile device friendly site
- Be flexible enough to communicate with our bank’s recommended credit card processors and to change processors in the future.
- Provide a central payment gateway capable of processing campus-wide payments, including transactions made by cash, check, electronic check, credit cards, and debit cards.
- Provide web-based usage, reporting and setup.
- Have a test instance configured identically to production
- Work with two instances of Banner (Production and Test) software
- Work with two instances of Student Manager (Production and Test) software
- Have reconciliation capabilities for transaction activity
- Keep pace with Ellucian Banner software upgrade schedule.
- Be a vendor hosted system – no credit card information will be kept on the College’s computer system.
- Provide E-Commerce sites – flexibility to offer various on-line payment gateways as needed throughout the year to accommodate special programs – Bridge program deposits, application fees, ad hoc events such as summer camp registrations.
- Mandatory IT requirements
  1) Supported SAML 2.0 ADFS Authentication
  2) Supported SAML 2.0 ADFS Authentication for Management
  3) Supported guest authentication for payment gateways
  4) Must complete the Tri-County Hosting questionnaire
  5) ALL solutions must comply with PCI Compliance and physical Cashiering terminals must use P2Pe credit Card terminals
  6) Cashiering Terminals must support Windows 10
  7) Mobility of app connection
  8) Ease of changes
  9) Must support API file uploads where required
  10) System supportability on Tomcat 8.5 or above. Redhat 7.x
  11) Roadmap for future enhancements
  12) Various levels of access (TCTC establish and control)
  13) Support (for students/authorized users as well as for TCTC);
     - Implementation
     - Transition
     - On-going
     - Training for any changes and updates as they occur
     - Test environment
- Have a proven track record in institutions of Higher Education

DELIVERY / PERFORMANCE LOCATION - SPECIFIED (JAN 2006)

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

7900 Highway 76, Pendleton, SC 29670

[03-3030-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two. 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 – Service Provider Security Assessment Questionnaire and TCTC Software or Cloud Service Questions. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types;
coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier’s A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006)

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

[04-4005-1]

PROPOSAL CONTENTS

So that Tri-County Technical College can consider your proposal, submit at a minimum the following information and in the listed format:

REQUIRED RESPONSES FROM PROPOSERS

Proposed Solution/Technical Proposal

1. Company History & General Proposal
   a. Provide evidence of your company’s financial stability and long-term viability.
   b. Explain your approach to helping your clients maintain data security and manage regulatory risk.
   c. Provide a list of services provided at “No Charge”.
   d. Provide an estimated timeline for implementation of service after an agreement is executed and provide a brief implementation schedule.
   e. Describe both security and privacy posture as they related to your solutions.
   f. Describe your disaster recovery plan.
   g. Describe in detail any value-added services that your company can provide beyond the requirements listed herein. List those provided at “No Charge”.
   h. Provide a sample copy of a brochure or any other literature describing services offered which would be sent to students advertising the services.
   i. Provide a sample copy of any document the students are required to sign.
   j. State the hours of operation for accepting and answering inquires and questions. Please indicate if the contact information is the same for students & parents verses College administrators.
   k. Describe the type of response that will be given to rush periods (i.e. enrollment, beginning of term, summer, etc.)

2. System and Integration
   a. Do you offer a real-time integration with our Ellucian Banner 9 system? Is it currently available in a production environment?
   b. Describe your solutions for Ellucian Banner 9 integration.
   c. Do you offer real-time integration with other student information systems (we currently use Aceware’s Student Manager) and associated payment gateways?
d. Describe your integration with other student information systems (we currently use Aceware’s Student Manager).

e. Describe your software development life cycle and how often upgrades and patches are released.

f. Describe how your solution is mobile responsive.

g. Describe your 508 compliance and provide your VPAT.

h. List all 3rd party companies or services that your system relies on.

i. Describe your service levels and service level credits.

3. Payment Plan Solution

a. How flexible are your payment plan options? Describe the College’s ability to customize your product.

b. What types of payment plans are available?

c. Do you support plans for students with prior due balances?

d. Describe the payment options available to students.

e. Describe the payment plan enrollment process.

f. Can students set up automatic and pre-scheduled payments?

g. How do students access the payment plan to enroll?

h. Do you provide an enrollment site branded with the College logo, colors, and messages?

i. Can the College choose to allow students to enroll in a plan after the normal enrollment period is over?

j. How are plan amounts updated to match changes in College charges?

k. Can the College determine payment due dates?

l. How do you notify students of past due payments? What do you do to minimize delinquency?

m. Can you remove students from a plan or block students from enrolling if they have a history of non-payment?

n. Describe the timing of disbursements to the College.

o. Outline the fees paid by students participating in the plan.

p. Describe how the payment plans integrate with our student information system. Is real-time integration available? If so, what information is updated in real time?

q. How does the solution ensure the accuracy of the balances used to enroll in a payment plan?

r. How can a student make changes to their payment plan balance? How can staff make changes to the payment plan balance?

s. Are students able to change their method of payment?

t. Do your solutions utilize responsive design? Is it provided at no additional cost?

u. Describe how students are able to give third-party users (parents, guardians, employers, etc.) access to their accounts.

v. Are authorized users given separate passwords or must they use the student’s ID and password to access billing
w. Can authorized users maintain separate payment methods (credit cards, checking accounts, etc.) from the students?

x. Is the student notified if an authorized user makes a payment on the account?

y. Is your authorized user functionality FERPA (Family Educational Rights and Privacy Act) compliant?

z. Can Authorized Users/students create profiles? If so, how is this done?

aa. What types of communications are provided to students (e.g. payment processed, address change, delinquent payment)?

bb. Describe how your solution:

1. Allows students to change payment method without having to create new plan.
2. Allows student to pay in full at any time without penalty/fee.
3. Provides notification to student of account status, adjustments, missed or past due payments. Must support email & texting options.
4. Supports individual past due payment recovery agreements - describe options available?
5. Allows parents or other third parties to make payments with student authorization.
6. Allows administrative access to add notes to student account.
7. Allows administrative view access to all communication and activity between student and vendor.
8. Vendor responsible for overdraft and other bank fees due to vendor error.
9. Supports reversal of payment.
10. Missed payments are managed in a way that is easily understood, effectively communicated, and can be easily rectified by students.

cc. Describe how your system can receive information from our system to support student enrollments and plan changes.

dd. Can your system support a single sign-on with our system?

e. Describe how your system can post enrollment, payment and disbursement information to our system.

ff. Describe the integration points between the Banner and your system. Do you provide and support the integration services?

gg. How will our staff access the system?

hh. What types of reports are available to the College?

ii. Describe your customer support philosophy, structure, and availability for College administrators.

jj. Does your Payment Plan solution have an online chat feature during business hours?

kk. What type of education and marketing support will you provide to our administration and students regarding your program?

4. **Electronic Payment Solution**

a. Do you offer a real-time integration with our Ellucian Banner 9 System? Is it currently available in a production environment?

b. Describe your solutions for Ellucian Banner 9 integration.

c. Do you offer a real-time integration with our ACEWARE Student Manager System? Is it currently available in a production environment?
d. Describe your solutions for ACEWARE Student Manager integration.

The questions below should be answered for both Ellucian Banner 9 and ACEWARE Student Manager systems, please give specific details if the answers are different for each system:

e. Does your solution support credit card transaction processing?

f. Describe your credit card authorization and settlement process. Are credit cards authorized in real time? How long before funds are deposited into our bank account?

g. Describe how your system can be used to refund, reverse, or void credit card transactions processed through your credit card payment engine.

h. The system should provide edits to help prevent duplicate payments. Please describe your solution’s capability in this regard.

i. Does the system allow a service fee to be applied to specific payments?

j. Can students store account information for use with future payments? How is this information protected?

k. Does your solution support ACH transaction processing?

l. Is your organization a member of NACHA (National Automated Clearing House Association)?

m. Does your organization employ Accredited ACH Professionals (AAP)?

n. Describe your electronic check authorization and settlement process. Are routing numbers validated in real time? How long before funds are deposited into our bank account?

o. Describe the process for managing returned ACH transactions.

p. Does your solution support debit card transactions? If so, what type (PIN, PIN-less, etc.)?

q. The system must provide real-time payment reporting for all payment transactions. Provide a list and samples of payment reports available to administrators.

r. Are payment reports available in Excel/CSV format?

s. Describe how administrators can search for specific payment transactions.

t. The system must allow multiple administrative users to securely access logging and reporting data. Describe the process for setting up administrative users and access rights.

u. The system must support the use of a card verification number (CVV2, CVC2, and CID). System must also support address verification (AVS).

v. What functionality is available for ACH processing?

w. The payment system must be PCI-DSS (Payment Card Industry Data Security Standard) compliant. List any relevant industry certifications.

5. Departmental E-Commerce Solution

a. Does your departmental E-Commerce solution provide a centralized storefront application with consolidated payments into a secure and PCI/PA-DSS certified enterprise payment gateway?

b. Is the system designed to allow multiple departments to operate and accept payments?

c. Can payments from the different payment pages be deposited into different bank accounts?

d. Please describe the process to set up individual departments to collect information and accept payments.
e. Describe how payment pages are created for existing external applications.

f. Describe the type of payment types supported and any costs associated with those payment types.

g. Describe how the College administration controls set up of end-user sites.

h. Describe the branding functionality the product provides.

i. Does your departmental E-Commerce solution integrate with the rest of your solutions?

**Implementation/Maintenance/Support Services**

1. Does your system have both a Production and Test environment?

2. Describe the implementation process including involvement of College staff and vendor staff.

3. Describe your testing and sign-off process.

4. Does the system provide a central resource center for product and industry information? Does this include a central forum to share questions, ideas and best practices with other institutions? Does it also include training and educational materials?

5. Describe training available to staff.

6. Describe your customer support structure.

7. Provide your hours of operation for technical assistance and support. Describe what levels of support are offered.

8. Describe how maintenance and upgrades to your system will be handled.

**Experience**

1. Provide a brief history of your company and the products you are proposing. Please emphasize services to higher education and length of time involved with these services.

2. Provide resume’ of all individuals who will have contact with Tri-County Technical College listing their experience and areas of expertise.

3. Provide a list of not less than five (5) references currently using your service. The list is to include the name of the person most familiar with the service and a telephone number and the number of years the service has been provided.

4. Provide a list of all clients (specifically higher education) lost within the last three years which includes:

   a. A contact name and telephone number;
   b. Length of service at the account; and
   c. Reason for the loss

**The Technical Proposal shall not include any price/cost information. The Price/Cost Information is to be submitted separately in the Financial Proposal.**

**Financial Proposal**

Tri-County Technical College seeks creative financial proposals which meet the objectives stated in Part I, Scope of Solicitation and Part III, Scope of Work/Specifications. The College currently has an on-going contract for payment plan administration and online tuition payments that contain different terms than the cashiering and eCommerce services. It is the College’s intent to engage in a single solution, however, the College may continue with the existing vendor for
payment plan administration and on-line tuition payment services. Therefore, the pricing should not be based on vendor being awarded all services. Vendors should list all costs for cashiering and eCommerce services if purchased separately and also provide pricing for these services if purchased with payment plan and online tuition payment administration. Vendors should submit a pricing proposal which includes all costs/fees to be charged to both the College and the Student during the term of the contract. Any costs not included will not be allowed. Offerors must provide the information below with their price proposal:

a. **Describe and provide** a sample of the payment notification method used in providing the required services including, but not limited to, the frequency of payment (i.e. monthly, quarterly, etc.) Explain the procedure for cash remittance management and the method used in transmitting student payments to the College.

b. **State the method** of computing prices charged to the students for the required services.

c. **State the types and rates**, out-of-pocket expenses and any other reimbursable costs, if any, which would be charged to the College.

d. **Service levels and service level credits.**

e. **Escalator percent**, if any, after initial contract term.

**Offerors are to submit their financial proposal as a separate document.**

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: __________________________

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

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

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

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

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

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

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

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: [http://www.govoepp.state.sc.us/osmba/][04-4015-1]

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

SUBMITTING REDACTED OFFERS (MAR 2015)

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

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

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.

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

**Phase I**
1. Proposed Solution/Technical Proposal (40 points)
2. Implementation, Maintenance, Support Services (30 points)
3. Cost (20 points)
4. Experience (10 points)

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

**Phase II**
1. Demonstration (20 points)

[06-6065-1]

UNIT PRICE GOVERNS (JAN 2006)

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS & 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 complementary. 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 States' Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

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

PAYMENT & INTEREST (FEB 2015)

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

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by Tri-County Technical College employees, or include the college 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 college, and such sums shall be due and payable to the contractor upon receipt. Any personal property taxes levied after delivery shall be paid by the college. It shall be solely the College’s obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the college to contractor, contractor shall be liable to the college for any loss (such as 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 thereof. 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
WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

VENDOR HOSTING/SaaS/CLOUD HOSTING

Disengagement Services

Availability.

Contractor shall provide the State with Disengagement Services described in Contractor’s proposal and as set forth below. Contractor shall provide the Disengagement Services to the State or its designee(s), commencing upon a request for Disengagement Services by the State, and, at the State’s request, continue providing in accordance with the applicable Disengagement Plan (defined below) for the entire Disengagement Period or, if applicable, the expiration or termination of the Term.

Detailed Disengagement Plan.

Contractor shall prepare and deliver to the State a detailed Disengagement Plan for the State’s review, comment and approval within thirty (30) business days after written notice from the State. The proposed detailed Disengagement Plan shall describe in detail the specific disengagement activities to be performed by Contractor, the State and/or its designee(s) to transition the contract functions to the State or its designee(s). Contractor shall address and resolve any questions or concerns the State may have as to any aspect of the proposed detailed Disengagement Plan and incorporate any modifications, additions or deletions to such Disengagement Plan requested by the State. Contractor’s detailed Disengagement Plan as approved by the State in writing shall be deemed appended to and incorporated in the contract.

Performance.

During any Disengagement Services, Contractor shall continue to meet the Service Levels and provide the System and Services at the same level and qualities as before the State’s electing to commence Disengagement. Contractor shall perform the Disengagement Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it was required to provide the same or similar Services during the Term, including compliance with the Service Levels.

Rates and Charges.

To the extent the Disengagement Services requested by the State can be provided by Contractor using personnel and resources already assigned to the State without adversely affecting Contractor’s ability to meet its performance obligations, there will be no additional charge to the State for such Disengagement Services. If material Disengagement Services requested by the State cannot be provided by Contractor using then assigned Contractor Personnel then in the State’s discretion, either: (i) charges will be calculated at the time and materials rates in Contractor’s Business Proposal and the the State approved Disengagement Plan, or (ii) assigned to the State without adversely affecting Contractor’s ability to meet its performance obligations, the State, in its sole discretion, may forego or delay any work activities or temporarily or permanently adjust the work to be performed by Contractor, the schedules associated with such work or the Service Levels to permit the performance of such Disengagement Services using such personnel.

SERVICE LEVELS.

Service Levels and Other Performance Standards.

Beginning on the Commencement Date (the date the System enters live production processing for the State’s first location), Contractor shall provide the System and related Services so as to meet or exceed the performance standards designated as
“Service Levels” in the Service Level Agreement in Contractor’s Proposal. For matters not covered by the Service Levels, Contractor shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency that are at least equal to the documented or otherwise verifiable levels received by the State during the twelve (12) months prior to the Commencement Date, and at levels that are equal to or higher than the accepted industry standards of leading providers of similar services. The obligations in the preceding sentence shall not be construed to alter or supersede any Service Level set forth in the Service Level Agreement.

Measurement and Monitoring Tools.

Contractor shall implement and use measurement and monitoring tools and procedures commonly used in the industry requested by or approved in advance by the State and that do not require significant changes to measure and report the Service Levels at a level of detail sufficient for the State to verify compliance with the Service Levels. Contractor shall provide the State personnel with full access to such measurement and monitoring tools and procedures upon the State’s request. Contractor acknowledges and agrees that all fees or other charges for such measurement and monitoring tools and the resource utilization associated with their use have been included in the Fees set forth in Contractor’s Proposal.

Improvement.

Throughout the Term, Contractor shall exercise commercially reasonable efforts to: (a) identify ways to improve the Service Levels; and (b) identify and, subject to the State’s approval and to Contractor's confidentiality obligations to its other customers, apply to the System and Service Performance Levels proven techniques and tools from other similar Contractor projects that would benefit the State either operationally or financially.

Service Level Credits.

Contractor recognizes that the State is paying Contractor to deliver the System and related Services at the specified Service Levels. If Contractor fails to meet any Service Levels, then, in addition to other remedies available to the State, Contractor shall pay or credit to the State Service Level Credits in recognition of the diminished value of the System and Services resulting from Contractor’s failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances shall the imposition of Service Level Credits be construed as the State’s sole or exclusive remedy for any failure to meet the Service Levels. However, if the State recovers monetary damages from Contractor as a result of Contractor’s failure to meet a Service Level, Contractor shall be entitled to set-off against such damages any Service Level Credits paid for the failure giving rise to such recovery. Service Level Credits are not counted toward and are not subject to the overall cap on Contractor’s liability.

SYSTEM CURRENCY

Currency of Contractor Owned Software.

Contractor shall maintain reasonable currency for Contractor owned Software and provide maintenance and support for new releases and versions of such Software. At the State’s direction, Contractor shall operate, maintain and support multiple releases or versions of Contractor owned Software on a temporary basis for a reasonable period of time during a technology or software upgrade and shall do so without any increase in the Fees. For purposes of this Section, “reasonable currency” means that, unless otherwise directed by the State, Contractor shall (i) maintain Contractor owned Software at the then current major release, and (ii) install minor Releases promptly or, if earlier, as requested by the State.

Currency of Third Party Software.

Contractor shall maintain reasonable currency for Third Party Software for which it is financially responsible under the contract and provide maintenance and support for new releases and versions of Third Party Software for which it is operationally responsible. Contractor shall keep Third Party Software within release levels supported by the appropriate
third party vendor to ensure compatibility with the State’s computer browsers and environments, and other Software or equipment components of the System.

Approval.

Contractor shall confer with the State prior to installing any major release, shall provide the State with the results of its testing and evaluation and a detailed implementation plan and shall not install such release if directed not to do so by the State.

Financial Responsibility for Changes.

Contractor shall bear all charges, fees and costs associated with any change determined by the State as required by Laws or regulations applicable to the System or Services, including all charges, fees and costs associated with (i) the design, installation, implementation, testing and rollout of such change, (ii) any modification or enhancement to, or substitution for, any impacted business process or associated Software, equipment, System, Services or materials, and (iii) any increase in the cost to the State of operating, maintaining or supporting any impacted business process or associated Software, equipment, System, Services or materials.

The State’s Approval.

Contractor shall make no change which may (i) increase the State’s total cost of using the System or receiving the Services; (ii) require material changes to, or have an adverse impact on, the State’s businesses, operations, environments, facilities, business processes, systems, software, utilities, tools or equipment (including those provided, managed, operated, supported and/or used on their behalf by third Parties); (iii) require the State to install a new version, release, upgrade of, or replacement for, any Software or equipment or to modify any Software or equipment; (iv) have a material adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services; (v) have an adverse impact on the cost, either actual or planned, to the State of terminating all or any part of the Services or exercising its right to in-source or use third parties; (vi) require changes to or have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality, cost or resource efficiency of the State’s retained systems and business processes interoperating with the System, or (vii) violate or be inconsistent with the State standards or strategic plans, without first obtaining the State’s written approval, which approval the State may withhold in its sole discretion.

Temporary Emergency Changes.

Notwithstanding the foregoing, Contractor may make temporary changes required by an emergency if it has been unable to contact the State’s designated executive manager or his or her designee to obtain approval after making reasonable efforts. Contractor shall document and report such emergency changes to the State not later than the next business day after the change is made. Such changes shall not be implemented on a permanent basis unless and until approved by the State.

Implementation of Changes.

Contractor shall schedule and implement all changes so as not to (i) disrupt or adversely impact the business, systems or operations of the State, (ii) degrade System Performance Levels or the Services then being received by the State, or (iii) interfere with the State’s ability to obtain the full benefit of the System and Services.

Planning and Tracking.

On a monthly basis, Contractor shall prepare, with the State’s participation and approval, a rolling quarterly “look ahead” schedule for ongoing and planned changes for the next three (3) months. The status of changes shall be monitored and tracked by Contractor against the applicable schedule.

SYSTEM UPDATES

System updates shall be provided at no cost to the State. Updates are software providing bug fixes and minor software enhancements and addresses existing issues in the software since initial release.
Due to the serious impact and irreparable harm any termination of this hosting contract would have on the State, in which case an adequate remedy at law is highly unlikely to be available, the State's failure to perform its responsibilities set forth in the contract shall not be grounds for termination by Contractor. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE STATE WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT WITHOUT CONTRACTOR'S COVENANT AND ASSURANCES THAT THE (1) CONTRACT WILL NOT BE TERMINATED BY CONTRACTOR, AND (2) CONTRACTOR SHALL NOT SUSPEND PERFORMANCE EVEN IF THE STATE FAILS TO PERFORM ANY OF ITS RESPONSIBILITIES UNDER THE CONTRACT. ANY TERMINATION HEREUNDER SHALL NOT AFFECT ANY LICENSES GRANTED TO THE STATE. Notwithstanding the foregoing, Contactor’s promise not to terminate or suspend its performance shall not relieve the State from damages otherwise recoverable by Contactor for the State’s failure’s to perform, including but not limited to payment of any fees legally owed to Contractor by the State.

Termination for Contractor Insolvency.
1. General Rights. In the event of Contractor's bankruptcy or of the filing of any petition under bankruptcy laws affecting the rights of Contractor which is not stayed or dismissed within thirty (30) days of filing, in addition to the other rights and remedies set forth herein and pursuant to the Bankruptcy provision titled BANKRUPTCY-General (FEB 2015) [07-7A005-2], to the maximum extent permitted by Law, the State will have the immediate right to retain and take possession for safekeeping all the State Data, the State confidential information (any data or information from which an individual may be identified or when combined with other information which is in the possession of or likely to come into the possession of Contractor may identify a person or that is created, generated, accessed, collected, processed, stored, archived, or maintained by Contractor in the performance of obligations under the Contract, including individually-identifiable medical or health care information “Confidential Information”), all software, equipment, systems or materials to which the State are or would be entitled during the Term or upon the expiration or termination of this contract. Contractor shall cooperate fully with the State and assist the State in identifying and taking possession of the items listed in the preceding sentence. The State will have the right to hold such the State Data, Confidential Information, software, equipment, systems and materials until such time as the trustee or receiver in bankruptcy or other appropriate insolvency office holder can provide adequate assurances and evidence to the State that they will be protected from sale, release, inspection, publication, or inclusion in any publicly accessible record, document, material or filing. Contractor and the State agree that without the material provisions, in this section relative to Contractor Insolvency, the State would not have entered into this contract in reliance on Contractor providing the State’s contract solution or provided any right to the possession or use of the State Data, the State Confidential Information, or the State software covered by this contract.

2. Rights in Event of Bankruptcy Rejection. Notwithstanding anything to the contrary, in the event that Contractor becomes a debtor under the United States Bankruptcy Code (11 U.S.C. §101 et. seq. or any similar Law in any other country (the "Bankruptcy Code")) and rejects this contract pursuant to Section 365 of the Bankruptcy Code (a "Bankruptcy Rejection"), (i) any and all of the license and sublicensee rights of the State arising under or otherwise set forth in this contract, including without limitation its Web Licenses (Section VII TERMS AND CONDITIONS – B. SPECIAL) and the rights of the State referred to in Section 3 below, shall be deemed fully retained by and vested in the State as protected intellectual property rights under Section 365(n)(1)(B) of the Bankruptcy Code and further shall be deemed to exist immediately before the commencement of the bankruptcy case in which Contractor is the debtor; (ii) the State shall have all of the rights afforded to non-debtor licensees and sublicensees under Section 365(n) of the Bankruptcy Code; and (iii) to the extent any rights of the State under this contract which arise after the termination or expiration of this contract are determined by a bankruptcy court not to be "intellectual property rights" for purposes of Section 365(n), all of such rights shall remain vested in and fully retained by the State after any Bankruptcy Rejection as though this contract were terminated or expired. The State shall under no circumstances be required to terminate this contract after a Bankruptcy Rejection in order to enjoy or acquire any of its rights under this contract, including without limitation any of the rights of the State referenced in Section 3 below.

3. LICENSE TO CONTRACTOR OWNED SOFTWARE.
(A) License Grant. Upon Contractor’s providing notice of bankruptcy as provided above, at the State’s sole discretion, Contractor shall grant, and does hereby grant effective upon at least 5 days prior to such notice from the State, a worldwide, perpetual, non-exclusive, irrevocable, fully-paid-up license to use, execute, reproduce, display, perform, modify, enhance, distribute, and make derivative works (as defined in US Copyright Act) and to permit a the State approved third party to do any of the same to Contractor Software (and any modifications, substitutions, upgrades, enhancements, methodologies, tools, documentation and media related thereto) then used in providing the System to the State. Such license shall be further subject to the then current South Carolina Standard Amendment to End User License Agreements for Single Agency.
(B) System. Contractor shall promptly deliver to the State (or, at the State’s election, its designee(s)) (A) a copy of such software documentation, (B) the source code to the software to the extent necessary to permit the continued and uninterrupted use of the software, and (C) the object code for such software.
(C) License Charge. the State (and to the extent applicable, the State designee(s)) shall not be obligated to pay any license or transfer fees in connection with its receipt of the licenses above and other rights above.
TRANSITION SERVICES

(a) **Transition.** Contractor shall perform the services required to smoothly transfer responsibility for the services to be transitioned from the State to Contractor (the “Transition Services”), including those described in the Transition Plan set forth in Contractor’s Proposal (the “Transition Plan”).

(b) **Detailed Transition Plan.** Contractor shall prepare and deliver to the State a more detailed version of the Transition Plan for the State’s review, comment and approval within thirty (30) business days after the award date. The proposed detailed Transition Plan shall describe in greater detail the specific transition activities to be performed by Supplier, but shall be consistent in all respects with the Transition Plan attached to the Proposal. Contractor shall address and resolve any questions or concerns the State may have as to any aspect of the proposed detailed Transition Plan and incorporate any modifications, additions or deletions to such Transition Plan requested by the State. Contractor’s detailed Transition Plan as approved by the State in writing shall be appended to and incorporated in the Contract.

(c) **Performance.** Contractor shall perform the Transition Services described in the Transition Plan in accordance with the timetable and the Transition Milestones set forth in the Transition Plan. Supplier shall perform the Transition Services in a manner that will not disrupt the business or operations of the State or degrade the Services then being received by the State, except as may be otherwise expressly provided in the Transition Plan. Prior to undertaking any transition activity, Contractor shall discuss with the State all known material risks and shall not proceed with such activity until the State is reasonably satisfied with the plans with regard to such risks (provided that neither Contractor’s disclosure of any such risks to the State, nor the State’s acquiescence in Supplier’s plans, shall operate or be construed as limiting Contractor’s responsibility under the contract). Contractor shall identify and resolve, with the State’s reasonable assistance, any problems that may impede or delay the timely completion of each task in the Transition Plan that is Contractor’s responsibility and shall use all commercially reasonable efforts to assist the State with the resolution of any problems that may impede or delay the timely completion of each task in the Transition Plan that is Contractor’s responsibility.

(d) **Failure to Meet Transition Milestones.**

   (i) If Contractor fails to meet a Transition Milestone, Contractor shall pay the State any Fee Credits specified in the Transition Plan for such Transition Milestone.

   (ii) Neither the Transition Services nor the activities and deliverables associated with individual Transition Milestones will be deemed complete until Acceptance of such activities and deliverables by the State, in writing.

   (iii) In addition to any Fee Credits due the State, if Contractor fails to meet the mutually agreed upon adjusted date specified for any Transition Milestone, Contractor shall not be entitled to any further compensation for work associated with such Transition Milestone after such adjusted date.

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

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

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

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

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

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.

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

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

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

(b) Coverage must include claims for:

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

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

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

CONTRACTOR’S OBLIGATION – GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

(a) (1) The college 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) Tri-County Technical College’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 college terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the college 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 college 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 college may require the Contractor to transfer title and deliver to the college, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the college has an interest.

(f) Tri-County Technical College 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 college, be the same as if the termination had been issued for the convenience of the college. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the college, 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 college in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) 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 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 – DISCLOSURE OF INFORMATION (FEB 2015)

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

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

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

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

INFORMATION SECURITY - DEFINITIONS (FEB 2015)

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

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

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

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

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

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

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor’s performance of the work.
**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services.

[07-7B104-1]

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

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

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

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

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

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

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

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

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

1. Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).
2. Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given the facilities, conditions, and environment.
3. Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.
4. Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
5. Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.
6. Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:
   (i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.
   (ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.
7. Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) Subcontracts. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.
(e) Other contractual requirements regarding the safeguarding of information. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems.
[07-7B105-1]

**INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)**

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

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

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

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

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

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable:
(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

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

OWNERSHIP OF DATA & 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 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 one hundred and twenty (120) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

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

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

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

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

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

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

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, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (MODIFIED)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year(s), 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006)

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

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the college. 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 college 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 college 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 college has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

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

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

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

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

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting
Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Tri-County Technical College seeks creative financial proposals which meet the objectives stated in Part I, Scope of Solicitation and Part III, Scope of Work/Specifications. The College currently has an on-going contract for payment plan administration and online tuition payments that contain different terms than the cashiering and eCommerce services. It is the College’s intent to engage in a single solution, however, the College may continue with the existing vendor for payment plan administration and on-line tuition payment services. Therefore, the pricing should not be based on vendor being awarded all services. Vendors should submit a pricing proposal which includes all costs/fees to be charged to both the College and the Student during the term of the contract. Any costs not included will not be allowed. [08-8002-1]

IX. ATTACHMENTS TO SOLICITATION

OFFEROR'S CHECKLIST (JUN 2007)

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal. If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!

- Unless expressly required, do not include any additional boilerplate contract clauses.

- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.

- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal 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 bid/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 Bid/proposal includes the number of copies requested.

- Check to ensure your Bid/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-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading “submission of questions” and any provisions regarding pre-bid/proposal conferences. [09-9010-1]
SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

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

1. Describe your policies and procedures that ensure access to government information is limited to only those of your employees and contractors who require access to perform your proposed services.

2. Describe your disaster recovery and business continuity plans.

3. What safeguards and practices do you have in place to vet your employees and contractors who will have access to government information?

4. Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub-contractors.

5. List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all government information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the state with most recent and future versions of the applicable compliance certificate / audit report?

6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed or maintained.

7. Will government information be encrypted at rest? Will government information be encrypted when transmitted? Will government information be encrypted during data backups, and on backup media? Please elaborate.

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

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

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

11. Describe your incident response policies and practices.

12. Identify any third party which will host or have access to government information.
Offeror’s response to this questionnaire includes any other information submitted with its offer regarding information or data security.

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

By: ______________________________________
    (authorized signature)

Its: _______________________________________
    (printed name of person signing above)

_______________________________________
    (title of person signing above)

Date: ____________________________________

SPSAQ (JAN 2015) [09-9025-1]
### TCTC Software or Cloud Service Questions

<table>
<thead>
<tr>
<th>Security</th>
<th>Offeror Responses</th>
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<tbody>
<tr>
<td><strong>A.</strong> Explain the security built into the software or service to protect data.</td>
<td></td>
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<tr>
<td><strong>B.</strong> If SIS (Student information system) or PII (Personal identity information) data is sent outside our environment, is the data encrypted at rest and in transit?</td>
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<tr>
<td><strong>C.</strong> How is data uploaded to your environment?</td>
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<tr>
<td><strong>D.</strong> For hosted or cloud based solutions, explain your data and physical security practices.</td>
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<td><strong>E.</strong> Provide procedures for data and system access, data retention, disposal and replacement of hard drives and disposal of backup tapes.</td>
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<td><strong>F.</strong> For hosted or cloud based solutions, what are the firewall port requirements?</td>
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<tr>
<td><strong>G.</strong> Do you have specific IPs that can be matched to firewall rules?</td>
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<tr>
<td><strong>H.</strong> For full functionality of your solution, do any existing systems at TCTC need to be exposed through the firewall (such as LDAP to make SSO work)?</td>
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<tr>
<td><strong>I.</strong> For hosted or cloud based solutions, is the system in a shared environment or will TCTC have a dedicated system or instance of your solution?</td>
<td></td>
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### II. Solution’s Provider Database

<table>
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<tr>
<th>Offeror Responses</th>
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<tbody>
<tr>
<td><strong>A.</strong> Explain how the data is stored and secured within the database.</td>
</tr>
<tr>
<td><strong>B.</strong> What database software is used and are the security patches applied regularly if the DB is integrated into the product?</td>
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### III. Supportability / IT Roadmap

<table>
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<tr>
<th>Offeror Responses</th>
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<tbody>
<tr>
<td><strong>A.</strong> What service level agreements do you provide for hosted or cloud based solutions?</td>
</tr>
</tbody>
</table>
B. What are the levels of technical support? Please include any SLA’s, hours of support and response times.

IV. **System Requirements**

A. What are Server Hardware and Software Requirements for the software?

B. What is the typical topology of a server deployment?

C. What are the client hardware and software requirements?

D. If the client is browser based what other software or browser plugins are needed?

E. What browsers are supported?

F. Do you support the release channels for Internet Explorer, Firefox and Chrome?

G. Do you support VMware ESX for server deployments and VMware view for clients?

V. **Single Sign On**

A. Is SSO supported?

B. If so, what are your requirements for real time (Non-batch upload) Single Sign On?

C. If hosted, do you support SSO through Active Directory federation services or SAML 2.0?

D. If on premise solution, do you support native Active Directory integration and/or LDAP?

VI. **Do you support SSO from the Luminis Platform or Blackboard?**

A. If so, please explain the integration in detail, the version of Luminis and Blackboard that are supported and how system upgrades are maintained to support future versions and service packs of these products.

B. Are these solutions fully supported and tested as the software is updated?
### VII. 3rd Party Integrations

<table>
<thead>
<tr>
<th>A.</th>
<th>Do you integrate with Ellucian Banner?</th>
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<tbody>
<tr>
<td>B.</td>
<td>If so, which modules are used? Also, please describe the technical method in which your solution integrates with Banner and how data is retrieved.</td>
</tr>
<tr>
<td>C.</td>
<td>Also, please explain the security used within the integration.</td>
</tr>
<tr>
<td>D.</td>
<td>What are the plans in supporting future versions of this product?</td>
</tr>
<tr>
<td>E.</td>
<td>Do you integrate with Blackboard?</td>
</tr>
<tr>
<td>F.</td>
<td>If so, please describe the method of integration and how data is moved in and out of the Blackboard system.</td>
</tr>
<tr>
<td>G.</td>
<td>Also, what security is used to move the data?</td>
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</tbody>
</table>

### VIII. Physical Security

| A. | The equipment hosting the application for TCTC must be located in a physically secure facility. Please describe the physical security of the environment. Include information regarding generator backup, fire suppression system, and redundant cooling systems, if applicable. |
| B. | Contractor must be able to provide TCTC with a list of personnel who have access to the environment, if requested. |

### IX. Data Ownership, Usage, and Breach Notification

| A. | TCTC will retain all rights and ownership of data. Upon request, the Contractor must provide a copy of the data in a usable format. Acceptable formats are CSV files, Access Database, or Excel Spreadsheets. |
| B. | The Contractor will not use or share TCTC data for or by any other means other than expressed in the policy. |
| C. | If the Contractor utilizes a third party provider to help provide service to the... |

*Please indicate agreement to each of these terms and conditions in the response for Section 9.*
application, TCTC must be notified and approve in writing of the data sharing prior to any exchange taking place.

D. Upon TCTC leaving the Contract, or upon request in writing, the Contractor must destroy all data utilizing secure erasure. This includes all backup media as well.

E. TCTC must be notified of any breach taken place with the Contractor. All notification from the Contractor and Tri-County Technical College of a data breach is governed by State of South Carolina law. If the Contractor is located in another state, the Contractor must agree to adhere to the standards and timelines set forth by the State of South Carolina.

F. All TCTC data must be housed, transmitted, and processed in the United States of America only.

G. TCTC will retain all rights and ownership of data. Upon request, the Contractor must provide a copy of the data in a usable format. Acceptable formats are CSV files, Access Database, or Excel Spreadsheets.

X. Disaster Recovery

A. The Contractor must provide a copy of the Disaster Recovery Plan or a detailed technical overview of the plan including any updates or changes ongoing. Plans must be produced to the Chief Information Officer, Manager of Infrastructure Services, and Manager of Administrative Systems.

B. In the event of a disaster, the Contractor must have a secondary site available to transfer services as quickly as possible. Services should be unavailable for no more than one day upon the transfer. TCTC will be notified at least 48 hours prior to transferring services back to the primary site.

C. The Contractor must test the DR Plan at least once a year. TCTC must be notified at least 5 business days prior to testing of the DR Plan if it will impact normal service.