

 THE CITADEL	Solicitation Type Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	Invitation for Bid RFP 27001-JD July 8, 2026 James P de Luca, CPPO 843-953-6861 jdeluca@citadel.edu
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DESCRIPTION: The Citadel seeks a partner who will provide a Payment Processing System for the 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 Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO THE BELOW ADDRESS

MAILING ADDRESS:	PHYSICAL ADDRESS:
The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston, SC 29409	The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston SC 29409

SUBMIT OFFER by: **August 6, 2026 at 2:00 PM** (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) paper copy and One (1) electronic copy on a thumb drive.**
 Initial here if NO redacted copy is necessary

QUESTIONS MUST BE RECEIVED BY: **July 22, 2026 at 2:00 PM** (See "Questions from Offerors" provision)

All questions shall be submitted in writing to the email address of the Procurement Officer listed above by the date and time specified and the subject line of the email shall read, "IFB 26015-JD Questions"

CONFERENCE TYPE: N/A DATE & TIME: (As appropriate, see "Conferences- Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: N/A
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AWARD & AMENDMENTS	Award is expected to be posted by September 1, 2026 . The award, this solicitation, any amendments and any related notices will be posted at the following web address: https://www.citadel.edu/procurement/vendors-and-suppliers/solicitations/
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You **MUST** submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold your Offer open for a minimum of **sixty (60)** calendar days after the Opening Date. (See "Signing Your Offer" 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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED

PRINTED NAME & TITLE (Name and Business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
TAXPAYER IDENTIFICATION NO.	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation)
OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.) ☐ Sole Proprietorship ☐ Partnership ☐ Other _____ ☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)	

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) Area Code - Number - Extension Facsimile E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ☐ Payment Address same as Home Office Address ☐ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) ☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C) (1) (i) & (ii)) or the Resident Contractor Preference (11-35-1524(C) (1) (iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). ☐ In-State Office Address same as Home Office Address ☐ In-State Office Address same as Notice Address (check only one)
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Solicitation Outline

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

I. SCOPE OF SOLICITATION

The Citadel is issuing this solicitation to contract with a partner who will provide a payment gateway, One Card, and POS solution for the College. This will include processing payments for tuition, debit/credit cards at POS terminals, and payments using the College's One Card ID.

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

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): Implementation to begin upon award with Start date of: May 1, 2027 End date: April 30, 2034. 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]

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. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.citadel.edu/procurement/vendors-and-suppliers/solicitations>

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

[02-2A005-1]

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

AWARD NOTIFICATION (MAR 2024): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-3]

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

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

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

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

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

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

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

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

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and,

persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

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

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, to the best of your knowledge and belief:

(1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and
(2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

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

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

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

ETHICS CERTIFICATE (MAY 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

MULTIPLE OFFERS (MAR 2024): 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 or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

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]

PRICING (MAR 2024): (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement

officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

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

PROTESTS (MAR 2024): (a) 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 the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to DocReq@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

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]

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017): THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED. [02-2A097-1]

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

RESPONSIVENESS/IMPROPER OFFERS (MAR 2024): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

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

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

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

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-3]

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror

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

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

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021): (a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

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

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

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that

phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

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

VENDOR REGISTRATION MANDATORY (MAR 2024): You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-2]

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]

B. SPECIAL INSTRUCTIONS

CONFERENCE – PRE-BID/PROPOSAL (JAN 2006):

Pre-Bid/Proposal Conference Date and Time: N/A

Location of Pre-Bid/Proposal Conference: N/A

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

CONTENTS OF OFFER (RFP) - SOLUTIONS BASED (JAN 2006): The following outline may be

helpful in preparing your proposal. Your offer should address each of the areas outlined below (as applicable) and provide the information requested. As your offer will be evaluated based on the information you provide, failure to provide a complete and comprehensive presentation of your solution could negatively affect our evaluation of your offer.

1. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the State's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants/subcontractors).

2. Technical Overview: Your offer should include a summary of the proposed technical solution with enough detail to demonstrate an understanding of the current environment and scope of the project

3. Detailed explanation of proposed solution

3.1 Management

3.1.1 Implementation schedule

3.1.1.1 from contract formation to installation and acceptance

3.1.1.2 installation, testing, and pilot, as appropriate

3.1.1.3 detailed staffing deployment schedule

3.1.1.4 milestones and deliverables

3.1.2 Project management practices, policies, and certifications

3.1.3 Application development methodologies

3.1.4 Subcontracting, outsourcing, offshore contribution (if any)

3.1.5 Escalation policies, practices, and contacts

3.2 Technical. As appropriate, provide an explanation and/or information about the following, in detail:

3.2.1 Functional capabilities of the proposed solution, including all performance capabilities, specifications and response times.

3.2.2 Technical information about proposed solution, including technical specifications of any proposed equipment or services

3.2.3 Software, if any, including manufacturer, functional capabilities, warranties, support levels, and documentation (any applicable license agreements and documents reflecting offeror's authority to include such software).

3.2.4 Services included in the proposal and otherwise available

3.2.5 Environmental requirements for the proposed solution.

3.2.6 Software development plan, interfaces documentation, data synchronization, and replication plans, etc.

3.2.7 Technical and operational manuals, by reference.

3.3 Change Management. Who initiates change requests, what justifications and explanations are included, risks associated with change, approval process, etc.

3.4 Installation and support.

3.4.1 Installation -- provide detailed information on the installation requirements and schedule.

3.4.2 Training -- explain any proposed training solution. Include plans for training new employees beyond the initial training cycle, employee readiness evaluations, training feedback, student-instructor ratios, duration of training, etc. Include plans for updating and maintaining training plans, system documentation, operational documentation, etc. For the duration of the implementation or term of the contract as appropriate. Include any other training solutions that are available.

3.4.3 Support services including hardware and software maintenance include an explanation of any proposed support services including performance guarantees. Identify all proposed maintenance including a detailed explanation of response times. Include any forms or agreements.

3.4.4 Data conversion requirements should include who is responsible for developing any data conversion programs, what the acceptable level of conversion, how many records are to be converted, who is responsible for entering any records that do not convert properly, etc.

3.4.5 Service level agreements (SLA) with performance commitments. If appropriate, include industry standard response times and performance requirements for normal business processing and/or critical

business processing as appropriate.

3.4.6 Disaster recovery plans should be included, as appropriate.

3.4.7 Back-up plans for proposed network, data, and systems outages and disruptions, if appropriate.

3.4.8 Warranties -- include all functional, performance, and quality of workmanship warranties. Describe acceptable warranty performance specifications and warranty performance reporting to include number of calls, number and type of repairs and changes, etc.

3.5 Intellectual property: explain the ownership rights to all proposed intellectual property.

3.6 Staffing

3.6.1 Contractor

3.6.1.1 Key staff, their resumes, and areas of responsibility on this project

3.6.1.2 Non-key staff, by number and areas of responsibility on this project

3.6.1.3 State the number of state employees necessary and what training and skill levels are anticipated?

3.6.2 Other -- are there any other staffing requirements?

3.7 Business proposals

3.7.1 Total cost of ownership -- provide anticipated cost of purchasing, owning, operating, maintaining, and supporting the proposed solution for the total potential term of the contract. Include a detailed accounting of the total cost of ownership.

3.7.2 Risk analysis -- identify the internal and external factors could significantly impact the probability of completing this project on time and within budget

3.7.3 Risk mitigation -- identify any actions that could be taken to mitigate the identified risks

3.7.4 Risk sharing -- identify any opportunities for mutually beneficial risk sharing

3.7.5 Performance incentives -- identify any opportunities for performance-based incentives

3.7.6 Financing options -- identify any alternative financing options available to the state

3.8 Offeror's Qualifications. Provide the information requested by the following provisions:

Qualifications -- Required Information -- SB

Subcontractor Identification

[02-2B030-1]

CONTENTS OF OFFER (RFP) (MODIFIED): (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

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

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]

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

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MODIFIED): In addition to your original offer, you must submit an electronic copy of your offer on USB drive. **Electronic copies CANNOT and WILL NOT be accepted via email.** Submit the number of copies indicated on the cover page. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

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

MAIL PICKUP (MODIFIED): The Procurement Office receives mail from the on-campus US Postal Service location two (2) times per week (excluding weekends and holidays) and there is no guarantee your offer reaches the Procurement Services Department by the submission deadline if sent via the USPS. See provision entitled Deadline for Submission of Offer.

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

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

PROTEST - CPO - ITMO ADDRESS (MAR 2024): 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.

[02-2B120-2]

PROTEST - CPO - MMO ADDRESS (MAR 2024): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to protest-mmo@mmo.state.sc.us
- (b) by facsimile at 803-737-0639 or
- (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

[02-2B122-2]

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024): Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [02-2B127-1]

III. SCOPE OF WORK/SPECIFICATIONS

A. SCOPE OF WORK/SPECIFICATIONS

The Citadel is issuing this solicitation to contract with a partner who will provide a payment gateway, One Card, and POS solution for the College. This will include processing payments for tuition, debit/credit cards at POS terminals, and payments using the College's One Card ID.

The Citadel requires a system that integrates with our Banner self-service portal for bill presentation, electronic refund processing, payment plan setup, cashiering, and an electronic marketplace vendor space. Payment processing must allow for both debit/credit cards and ACH payments, along with the ability to charge convenience fees.

Currently, The Citadel utilizes Transact for bill presentation, electronic refund processing, and payment processing. Transact integrates with the Colleges ID card (One Card) and POS transaction system for debit/credit card processing. The College will continue to use the ID card (One Card) as a transaction vehicle for processing financial transactions across venues on campus. We utilize Cardinal for parking management and that integrates with Banner; Transact is the vendor operating our One Card (ID/declining balance card) processing. At present, The Citadel charges a convenience processing fee, and payment plans for students are automated through Transact and feed to Banner; cashiering is done in Banner Finance.

This RFP encompasses both aspects of the payment processing functions by presenting two distinct sets of requirements, one for the payment gateway, and one for the ID (One Card)/POS transaction processing. Both aspects must be addressed in proposals, but for clarity purposes, it was deemed best to list requirements for each portion separately. Proposals must address each scope of work and should be structured to follow the same format as presented in LOT A and LOT B, respectively.

LOT A is the complete scope for the payment gateway, and LOT B is the complete scope for the One Card and transaction system.

Implementation schedules proposed by Offerors will be discussed with campus stakeholders to determine the best path to follow that results in the fewest interruptions to campus operations.

The Citadel reserves the right to invite finalists to present their solution to the evaluators prior to completing the evaluation process and making an award. Offerors are advised that they may be asked to present their solution prior to an award decision being made.

1) LOT A

a) PAYMENT GATEWAY SCOPE OF WORK, TECHNICAL, AND FUNCTIONAL REQUIREMENTS

i. Payment Gateway Functional Goals

The Citadel has determined the need to implement a system that will be flexible, affordable, easy to use, and free of significant reconciliation (or other) issues that require significant time or effort to rectify.

1. The payment gateway must:

1.1. Be a turnkey installation with configuration and support originating from one source;

1.2. Be easy and fast to install without placing a demand on Citadel resources;

- 1.3. Integrate in real time with Ellucian Banner, including mobile solutions;
- 1.4. Be validated for both PCI DSS and PA-DSS (P2PE) compliance;
- 1.5. Be scalable to incorporate future system expansion;
- 1.6. Be flexible enough to communicate with our bank's recommended credit card processor, currently FISERV, and to change processors in the future;
- 1.7. Provide a central payment gateway capable of processing payments on campus, including transactions made by electronic checks, credit cards, and debit cards;
- 1.8. Have a proven track record with institutions of Higher Education;
- 1.9. Provide a validation service for online payments by check.
- 1.10. Provide a convenience fee model for online credit and/or debit card payments.
2. The Citadel considers the following to be the most important requirements of this project:
 - 2.1. Ease of installation/implementation, with expandability to add solutions/modules in the future as needs require;
 - 2.2. Excellent onsite training during the initial implementation and training available for future needs (new employees, added solutions, and system upgrades/updates);
 - 2.3. Excellent customer service that partners with the Citadel to provide the best possible electronic payment experience for our students;

ii. Payment Gateway Technical Preferences

1. Payment gateway must provide an interface with Banner for data entry into:
 - 1.1. The Citadel general ledger
 - 1.2. Accounts receivable
2. User authentication solution shall integrate with our IDP, preferably Azure AD, SAML 2.0, LDAP.
 - 2.1. Solution shall allow for automated account provisioning and de-provisioning for administrative and user access.
 - 2.2. The solution must support two-factor authentication.
3. Integration and automation with Cardinal (parking management), Handshake, Photoshelter, CampusESP, Slate
 - 3.1. Solution shall allow integration via APIs to facilitate third-party applications (event registration software, parking software, etc.) and Citadel developed applications with the web-based payment processing service.

- 3.2. APIs shall facilitate data and security integration.
4. Solution shall allow the Citadel to securely integrate custom developed shopping carts and applications with a web-based payment processing service.
5. A defined process for recovering data in the event of a disaster with access to the cloud-based database that allows us to correct errors or make changes.
 - 5.1. The cloud-based application service shall provide 99% up time availability and fail-over support in case of service outages.
 - 5.2. Provide for disaster recovery via geographic diversity
6. Data security
 - 6.1. Data at rest, particularly personally identifiable information, must be encrypted
 - 6.2. Data in motion must be encrypted
 - 6.3. Data backups shall be encrypted
7. Access to data
 - 7.1. Service shall allow The Citadel to access Data via API for local reporting purposes.
 - 7.2. Service shall allow The Citadel to export/recover data, if any, at the end of the contract
8. Compliancy
 - 8.1. Must be PCI Data Security Standard compliant. The PCI DSS can be found at www.pcisecuritystandards.org
 - 8.2. Entire payment acceptance and transaction should occur within the solution's PCI compliant infrastructure via P2PE.
 - 8.3. Service shall be FERPA compliant
 - 8.4. Web application shall support vanity URLs
- iii. Payment Gateway Functional Preferences**
 1. Banner Compatibility
 - 1.1. Explain your solutions compatibility with Banner systems, and the degree to which your company is a Banner partner. The solution must integrate and be compatible with Ellucian Banner. The defined integration process must be clear and easy to implement.
 2. On-line integrated student payments
 3. Authorized Users

3.1. Requirements

- 3.1.1. Students are able to give proxy access (parents, guardians, etc.) to their account. Your authorized user functionality must be compliant with FERPA. Students must be able to limit access rights for each authorized user.
- 3.1.2. Authorized users must be given separate passwords to access billing and account information.
- 3.1.3. Authorized users must be able to maintain separate payment methods (debit/credit cards, checking accounts, etc.) from their students.

3.2. Questions to address

- 3.2.1. Can authorized users make payments for more than one student at the same time?
- 3.2.2. Are students notified if an authorized user makes a payment on their account?

4. Electronic Notification

4.1. Requirements

- 4.1.1. System should have the ability to load email addresses from Banner.
- 4.1.2. Citadel should have the capability to edit automatic notifications to reflect our business policies.
- 4.1.3. Automated notifications are provided by your system.

4.2. Questions to address

- 4.2.1. Do you offer text-messaging capabilities? Please describe.
- 4.2.2. Does your system allow additional email addresses to be managed by the student?
- 4.2.3. Can students receive automatic notifications on mobile devices?
- 4.2.4. In addition to automatic messaging, does your system offer the ability to send one-time electronic messages in email and/or text message format?

iv. Real-Time Preferences

- 1. The electronic payment system must update the student's account in real time. Describe your system's ability to post payment transactions in real time.
- 2. Describe your system's ability to present students and authorized users with the current account balance.
- 3. Describe your system's ability to pull current account balances (but not necessarily all detailed account activity) for activity posted on the student account since the billing date, in real time.

v. Payment Preferences

1. Preferences
 - 1.1. Students and authorized users must be able to store payment profiles. These profiles must also be accessible to payment plans. Confirm your system has this capability.
 - 1.2. Provide students with the ability to make payments, view scheduled payments, access account balances and activities on mobile devices
 - 1.3. System provides users with a payment receipt.
2. Questions to address:
 - 2.1. Does your system allow for line item payments?
 - 2.2. Can students or authorized users purchase additional items, such as yearbooks, or make donations while making online payments on their accounts?
 - 2.3. Describe the access administrators have to student account information
 - 2.4. Does the system allow students to make payments for multiple terms, or only for a single term?
- vi. Convenience Fee**
 1. Questions to address:
 - 1.1. Does your system apply convenience fees? If so, please describe how your system processes convenience fee transactions.
 - 1.2. Please describe the process flow for the payer.
 - 1.3. Does the system have the ability to add a convenience fee for credit cards vs. no additional fee for ACH payments?
- vii. Installment Payment Plan Preferences**
 1. The Citadel requests to receive prices for payment plans. The preference would be to implement a solution very similar to the current payment plan functionality that The Citadel has in place. The Citadel has a full service option where students choose from several payment plans, and then the vendor manages the plans from that point, including balancing, reconciling, and delinquencies.
- viii. Student Self-Service**
 1. Questions to address:
 - 1.1. Describe the student enrollment process in a tuition payment plan.
 - 1.2. Does your system give students the option to set up scheduled payments in order to automatically pay plan installments?
- ix. Plan Administration Preferences**

1. The system must allow financial aid to be included in the payment plan.
2. Questions to address:
 - 2.1. Describe the process for administrators to create and manage tuition payment plans. Include available options for setting up installments, due dates, and payment plan fees (including late fees).
 - 2.2. How does your payment plan system account for charges and credits eligible for a payment plan?
 - 2.3. Describe how financial aid is used in the plan calculation.
 - 2.4. Recalculation functionality already exists in our Banner environment, so we do not anticipate the need for recalculation in the payment system. Please comment as necessary.
 - 2.5. Does your system allow for extended payment plans that cover the entire school year?
 - 2.6. Can students be automatically migrated from one plan to another? For example, if a student is enrolled in an estimated amounts plan, can they be automatically switched to a real-time plan?
 - 2.7. Please describe the flow of payment plan funds. Will the vendor transmit payment plan funds to the institution via remittance files or will payments be made directly to the institution and posted directly to the institution's accounts?

x. Administrative Access to Student Payment Plan Preferences

1. Administrators must have the ability to enroll students in a payment plan.
2. Questions to address
 - 2.1. Do administrators have access to signed payment plan enrollment agreements?

xi. Reporting Questions to Address

1. Questions to address
 - 1.1. Describe and include examples of payment plan reports available to plan administrators. Include descriptions and examples of enrollment reports, revenue reports, delinquency and/or payment plan aging reports.
 - 1.2. Describe the reports available to plan administrators that can be used for reconciliation purposes.
 - 1.3. Hosted Web-Based Cashiering reports
 - 1.4. System Integration
 - 1.4.1. Do you provide real-time integration with Ellucian Banner?
 - 1.4.2. Has your integration been validated on a current release of Ellucian Banner? Please provide your Datasheet.

1.4.3. Please describe how student account payments collected through your solution are posted to our Banner student system.

1.4.4. Reporting must support the ability to report historical balances by date for all One Card users.

xii. Payment Method Preferences

1. The credit card processing software must be processor independent and work with our existing (and future) credit card processor. Please provide a current list of credit card processors with whom your solution is certified to work

2. Solution must provide a system that does not require changes to our current banking relationship.

2.1. Provider must be able to process merchant card transactions through the State's Merchant Card contract with First Data Merchant Services, LLC.

3. On-line Payment Functional Requirements for Students

3.1. Real time posting to Banner

3.2. Ability for students to save their bank account information (masking all but last few numbers) so students do not need to re-enter information

3.3. Ability to pay charges that they designate individually, regardless if student has sufficient aid or balance due

3.4. Ability for students to set up an alternate email and or text message to be sent

3.5. Simplified payment process (not taking 10 steps to complete payment) -Simplify making a payment, verbiage should be clear (i.e. pay by line item is not clear to students/parents)

3.6. Have a due now section (i.e. housing/meal plans are due earlier) with charges listed in order of their due date (due date is displayed)

3.7. Separate the e-refund from check payment process so students do not receive notice of returned check fees when enrolling in direct deposit

3.8. Ability to allow e-check payments and not credit cards (student has a credit card hold)

3.9. Ability for student to pay up to the amount due on the account, regardless of aid/memo

3.10. Separate line for pending third party payments (one for aid and one for misc.deferrals)

3.11. Payment history—so students can query when, how and how much they paid

4. Payment Plans

4.1. Ability for students to enroll in payment plans that we establish

4.2. Payment plans updated to reflect balance on student AR in banner (excluding non-allowable charges)

- 4.3. Changes in either payments or charges will adjust the remaining payments equally
- 4.4. NSF, Returned e-checks & reduction in financial aid will recalculate the payment plan
- 5. Refunds
 - 5.1. Ability to set up refund account & ability to send refunds file to our bank
 - 5.2. Ability to update refund account with a no check hold
 - 5.3. Simplify/clarify the process to cancel existing information and/or replace it (i.e.—ability for students to delete/change the refund bank account number the form where they can enter the information for the first time)
- 6. For Staff
 - 6.1. Ability for Citadel personnel to schedule downtime for the system when we need to run processes
 - 6.2. Ability for Citadel personnel to set up payment plans and start the refund process
 - 6.3. Emails sent to students when changes are made to the account (online changes only—i.e. payment made, direct deposit account info changed)
 - 6.4. Ability for our staff to change verbiage on emails
 - 6.5. Reports of student payments, enrolling in payment plans, enrolled in direct deposit, refunds, etc.
 - 6.6. Log of date/time student sign into the system
 - 6.7. Ability to emulate student and/or enroll in a payment plan
 - 6.8. Automation of returned checks
- 7. Questions to address
 - 7.1. Credit Card Processing
 - 7.1.1. Does your solution support credit card transaction processing?
 - 7.1.2. 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?
 - 7.2. Electronic Check Processing Requirements
 - 7.2.1. Does your solution support ACH transaction processing?
 - 7.2.2. Is your organization a member of NACHA?
 - 7.2.3. Does your organization employ Accredited ACH Professionals (AAP)?
 - 7.2.4. 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? Describe the pre-note process

7.3. PIN/PINless Debit Processing Requirements

7.3.1. Does your solution support debit card transactions? If so, what type (PIN, PINless, etc.)?

7.4. Other Payment Methods

7.4.1. Do you offer campus card processing? If so, what type of campus cards do you support?

7.5. Electronic Refunding System

7.5.1. Explain what your product considers a 'refund'. For example, does your solution process credit card refunds for dropped classes, etc. as well as refunds of excess Financial Aid?

7.5.2. How will your system meet the Department of Education regulations regarding refunds? For example, does the system allow refunds to be direct deposited into an ACH account designated by the student?

7.5.3. Can a student use their existing banking relationship and if so can this information be integrated from Citadel's currently provider during system implementation?

7.5.4. Does the system allow the option to do batch refunding back to credit cards?

7.5.5. Does your system interact real-time with our Banner system or must Citadel send electronic files containing information on pending refunds?

7.5.6. Does the vendor store the students' refund profiles and are refund profiles created and maintained by the students?

7.5.7. If refund profiles are created and maintained by the students, how are students notified to create refund profiles?

7.5.8. Describe the general process flow for refunding students. Include the following: How does the system determine which students are eligible for an electronic refund? What steps are required in order to generate the refunds? How does your system update our Banner system to reflect the fact that an electronic deposit has been made? Does your system send the direct deposit file to the bank utilized by The Citadel for disbursement?

7.5.9. Is Citadel required to transfer funds from a bank account controlled by Citadel to an account controlled by the vendor?

7.5.10. Are students notified after a deposit is made to their account?

7.5.11. Do students have access to their electronic refund history?

7.6. Other

7.6.1. Describe reports available to campus staff.

7.6.2. How does your solution comply with regulations such as PA-DSS, Red Flags, and Title IV?

- 7.6.3. What tools does your solution offer to help increase direct deposit refund adoption? For example, can students scan QR codes to access refund account setup on their mobile phones?
- 7.6.4. How does your solution comply with the new National Automated Clearing House Association (NACHA) Rules regarding ACH Risk Management, effective 3/20/2026?

xiii. Security Preferences

1. PCI Compliance

- 1.1. The system must be hosted in a PCI DSS certified data center, and all payment applications provided in vendor's solution must be certified PA-DSS compliant.
- 1.2. The hosting facility must strictly control physical and electronic access.
- 1.3. Vendor will adhere to the South Carolina State IT Security Guidance.
- 1.4. The vendor will complete the South Carolina State Service Provider Security Assessment Questionnaire.
- 1.5. Vendor must utilize P2PE during all transactions.
- 1.6. Default passwords must be changed on all POI devices.

2. Hosting Services

- 2.1. The system must have both a production and a test environment.
- 2.2. Operations must be monitored 24/7.
- 2.3. Contractor must guarantee 99% up time.
- 2.4. The system must provide hardware configurations and redundancy to protect against equipment failures.

3. Implementation

- 3.1. Describe the project management to be provided by the vendor and quantify how staff and time are to be allocated to the project.
- 3.2. Describe technical support provided both during development and post implementation.
- 3.3. Identify the resources that will be required from The Citadel.

4. Training

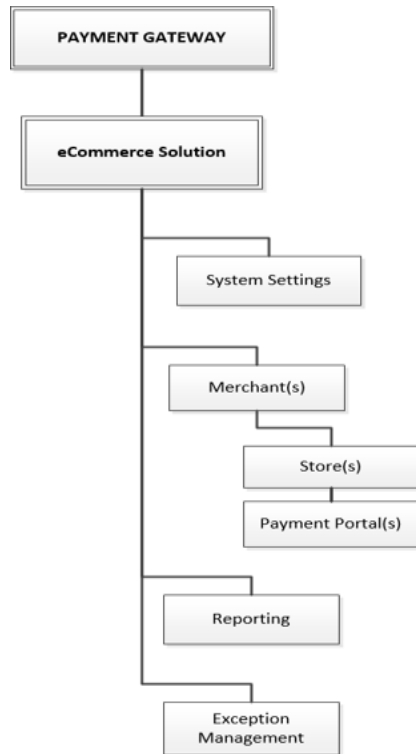
- 4.1. Describe your pre-implementation, implementation and ongoing training program. Describe training methods (in-person, web-based, user-group conferences, etc.).
- 4.2. A system for testing system upgrades, training and troubleshooting purposes, connected to The

Citadel test system, and test portal system, must be available. Describe your provisions.

- 4.3. The Citadel will require onsite implementation. Please describe how your company can accomplish this, and estimate the amount of time required for the initial implementation at The Citadel.
5. Customer Service
 - 5.1. Describe the type of support you provide your customers. Include hours of operation of your Help Desk, website support, and email support.
 - 5.2. The Contractor or his authorized representative shall meet periodically with The Citadel, when requested, to discuss any upgrades, improvements or deficiencies in the system operation; please indicate your acceptance of this requirement.
6. E-Commerce Solution (non-A/R)
 - 6.1. The Citadel is seeking an e-Commerce solution (not associated with A/R) to allow Citadel entities to collect payments online for the sale of goods/services, event registration, invoice payments, and digital files.
 - 6.2. The e-Commerce solution must be able to provide two means for accepting payments:
 - 6.2.1. Storefront with shopping cart and checkout capabilities to make a payment leveraging the payment gateway
 - 6.2.2. Utilize either in-house solution or third party solution that directs payment to payment portal
 - 6.3. The system must provide a centralized storefront application with consolidated payments into a secure and PCI/PA-DSS certified enterprise payment gateway
 - 6.4. The e-Commerce solution must be able to auto generate email and text message communications upon completion of initial transaction. Additional email and text message communications, such as cancellation notifications, fulfillments, and refunds, shall also be auto generated. The email communication must include transactional information with the ability to add custom verbiage specific to the store/product. Text message shall be configured to identify which transaction elements are transmitted.
 - 6.5. The e-Commerce solution must be web and mobile enabled.
7. Questions to address
 - 7.1. Implementation
 - 7.1.1. What technical support is provided both during development and post implementation?
 - 7.1.2. What type of education and marketing support will you provide to our administration and students regarding your programs?
 - 7.2. Customer Service

- 7.2.1. What are the escalation procedures when a problem occurs in the system? How are these problems communicated to the vendor?
- 7.2.2. How will you support upgrades to the system?

The solution's architecture should resemble the following:



xiv. E-Commerce Solution System Setting Preferences

1. High-level system settings noted below must be able to be overridden/configured at the merchant/store/product level:
 - 1.1. Branding using CSS styling/HTML/images
 - 1.2. Overall ecommerce solution needs to be Citadel branded
 - 1.3. Shipping methods
 - 1.3.1. Define shipping methods available for selection at the store/product level
 - 1.3.2. Describe the process of shopping, including adding the desired products to the shopping cart.
 - 1.4. Tax account codes
 - 1.4.1. Define tax account codes available for selection at the store/product level Accounting codes
 - 1.4.2. Define accounting codes available for selection at the store/product level

- 1.5. Digital Files
 - 1.5.1. Allocate digital file size at the store level
- 1.6. Communications
 - 1.6.1. Provide confirmation or notification when a payment has been made
 - 1.6.2. Ability to use various communication methods such as email or text message
 - 1.6.3. Option to utilize text message for transactional confirmations
 - 1.6.4. Ability to define message carriers by carrier name and carrier URL
- 1.7. Social Media
 - 1.7.1. Ability to enable major social media sites: Facebook, Twitter, LinkedIn and/or Instagram
 - 1.7.2. Ability to enable social media in the header and/or footer of the solution
- 1.8. Registered Users
 - 1.8.1. Ability to allow constituents to register and establish profiles with saved shipping methods and/or payment methods, addresses and order history
 - 1.8.2. Allow external data to be collected with each product purchased (such as size, color, etc.).
- 1.9. Store Categories
 - 1.9.1. Ability to organize stores by categories
- 1.10. Product Categories
 - 1.10.1. Ability to organize products by categories
- 1.11. QR Codes
 - 1.11.1. Ability to create QR codes at the store and product level
- 2. Merchants
 - 2.1. Ability to establish Merchants with store(s) that roll up to the merchant.
 - 2.2. Each merchant must be associated with an individual credit card merchant configured in the Payment Gateway
 - 2.3. Each merchant must be associated with an ACH merchant in the Payment Gateway
- 3. Stores

- 3.1. Each store needs to be configured such that it can be part of a “mall” or a “single” store that has a unique URL. Each store needs the ability to:
 - 3.1.1. The system must be designed to allow multiple merchants (i.e. Departments) to operate and run stores and accept payments. (Examples: Athletics, Parking, Continuing Education, etc.)
 - 3.1.2. The e-Store capability must include a home page, product pages, a shopping cart, a checkout page, and order status information.
 - 3.1.3. Set accounting codes at the store level and option to change at the product level.
 - 3.1.4. Enable partial refunds, refunding of shipping fees, and outline return policy verbiage displayed during the checkout process.
 - 3.1.5. Set configurations at a “single” store level, which override “mall” settings. These settings can include display settings, social media, alternate button settings, layout settings, etc.
 - 3.1.6. Set multiple shipping classes, with accounting override capability
 - 3.1.7. Ability to display stores or merchandise by category
 - 3.1.8. Establish promotional codes at the store, product or category level
 - 3.1.9. Promotion codes should be based on a percentage or dollar amount
 - 3.1.10. Status management differentiated by web enabled and mobile enabled.
- 3.2. Stores Questions to address
 - 3.2.1. Can campus customers access online stores from their mobile devices? If so, can mobile shoppers purchase from more than one online store with a single checkout?
 - 3.2.2. Can shoppers access their stored payment profiles from their mobile devices?
 - 3.2.3. Can campus donors make donations, and register for events, from their mobile devices?
- 4. Products
 - 4.1. Each product within the store must have the following configuration options, above and beyond options outlined in “Solution System Settings” above:
 - 4.1.1. Description Setting (allowing for HTML formatting)
 - 4.1.2. Checkout options
 - 4.1.3. Ability to have a product available in the store and/or as an additional item during checkout
 - 4.1.4. Ability to disable quantity prompt
 - 4.1.5. Category Assignment (as defined at the Store level)
 - 4.2. Product Settings

- 4.2.1. Price setting
- 4.2.2. Limit order quantity
- 4.2.3. Track inventory
- 4.2.4. Out of stock messaging (allowing for HTML formatting)
- 4.2.5. Ability to schedule “on sale” pricing
- 4.2.6. Ability to schedule price changes
- 4.2.7. Fulfillment options – manual versus auto fulfillment
- 4.3 Optional Settings
 - 4.3.1. Ability to set a shipping class and tax class
 - 4.3.2. Ability to enable CAPTCHA
 - 4.3.3. Ability to override default accounting code
 - 4.3.4. Images – web and mobile friendly, sized accordingly
 - 4.3.5. Status Management
 - 4.3.6. Ability to schedule the product to be enabled and/or disabled based on date and time
- 4.4. Social Media Settings
 - 4.4.1. Ability to apply social media settings in the header or footer of the product
- 4.5. Price
 - 4.5.1. Set price
 - 4.5.2. Donation
 - 4.5.3. Donation option must allow for a user entered amount and/or predefined amounts
 - 4.5.4. Option to allow recurring payments
 - 4.5.5. Ability for the Citadel to change verbiage to language more appropriate to donations? (i.e. “Additional Gifts”)
 - 4.5.6. Ability to configure system to request donations during checkout
- 4.6. Items for Sale
 - 4.6.1. Ability to establish multiple item options for sale within one product

- 4.6.2. Each product must have the ability to gather additional information on the constituent, above and beyond the transactional information: name, product name, quantity, total cost, shipping address and payment method. Therefore, the ability to create fields to gather additional information is an absolute must. Especially in light of the fact that this ecommerce solution will be used for event registration processes.
- 4.7. Online Event Registration
 - 4.7.1. Ability to manage event registration
 - 4.7.2. Ability to accept multiple registrations
 - 4.7.3. Ability to accept additional information about the registrant (name, address, etc.)
 - 4.7.4. Ability to generate a list of event attendees Fields must have the following configuration options:
 - 4.7.5. Text entry, drop down selection, and multiple check boxes
 - 4.7.6. Each field must have the option to be set as optional or required
 - 4.7.7. Each field must have the option to be static (displayed once per product) or dynamic (repeated based on quantity purchased)
 - 4.7.8. Each field option must have the ability to allow for a price adjustment
 - 4.7.9. Each field option must have the ability to override the accounting code
 - 4.7.10. Text fields must have the ability to validate the format based on: numeric, alpha, alpha numeric, email, phone number, date
 - 4.7.11. Text fields must have the ability to set minimum/maximum number of characters
 - 4.7.12. Each field must have the ability to be set on all product options or on specific options
- 5. Payment Methods
 - 5.1. The following payment methods must be available and configurable at the product level within a store
 - 5.1.1. Credits Cards: Amex, Visa, MasterCard, Discover
 - 5.1.1.1. Ability to authorize credit card at the time of transaction and provide failure notifications accordingly during the check-out process
 - 5.1.1.2. Ability to pre-authorize a defined dollar amount for manually fulfilled transactions
 - 5.1.2. Electronic Check
 - 5.1.2.1. Ability to set a waiting period on fulfilling ACH payment transactions
 - 5.1.2.2. Ability to set a return check fee

5.1.3. Pay Later

5.1.3.1. This method allows a constituent to process an order with no payment

5.1.3.2. Solution must provide ability to manage “pay later” transactions by allowing a user to mark the transaction paid.

5.1.3.3. This payment method is not associated with the ERP integration

5.1.3.4. Accommodate different tender types and shipping methods on a merchant-by-merchant and/or product-by-product basis

5.1.3.5. Allow shoppers to pay for all purchases in a single checkout even if they purchase from multiple online storefronts

5.1.4. Departmental Recharge

5.1.4.1 This method allows accounting codes to be utilized.

6. Third Party Integration

6.1. When integrating with a third party solution (whether a vendor or in-house solution) a storefront is not required. However, the ability to connect to a payment portal is required.

6.2. The payment portal, connected to the payment gateway within the ecommerce solution, will be used to send a constituent to the portal to make a payment, and then back to the solution upon a successful transaction. Error messages or failed transaction notifications need to be provided at the time of failure.

6.3. The payment portal must have the option to feed transactions to the general ledger, based on accounting code.

6.4. Append ancillary data to “tag along” through the payment process to then be posted to the URL of The Citadel’s choosing

6.5. Third Party Integration Questions to address

6.5.1. Do you integrate with other third-party applications that provide services for Higher Education? If so, with which systems do you offer integration?

7. Reporting

7.1. The ecommerce solution must have the ability to produce reports at the merchant and store level.

7.2. Reports shall have the ability to be retrieved based on a timeframe and include all information pertaining to individual transactions.

7.3. All reports must have the ability to be extracted into a .csv file

7.4. Historical transactional information should always be available for retrieval and information

should not be purged without notification.

- 7.5. The solution must have the ability to search for a transaction based on transaction criteria, such as order number, constituent name, day of transaction, etc.
- 8. Access Roles
 - 8.1. User access needs to be granted at the Merchant level then down to the store level. Store level access should be granulated by functionality:
 - 8.1.1. Access to create/configure store (highest level)
 - 8.1.2. Access to modify
 - 8.1.3. Access to fulfill/cancel orders
 - 8.1.4. Access to reporting (lowest level)
- 9. User Settings
 - 9.1. Users shall have the ability to manage their profile, make changes to their name, and contact information.
 - 9.2. Users shall have the ability to select the ability to receive a notification every time an order is placed within stores they have access to.
 - 9.3. Non-technical users should be able to set up storefronts without extensive vendor support .
 - 9.4. Ability of store managers to limit access to online store to selected users
- 10. POS Capabilities
 - 10.1. Allow staff to use POS devices to take in-person payments, and control which administrative users have access to the POS Solution
 - 10.2. POS Capabilities Questions to address
 - 10.2.1. How does your POS solution integrate with online storefronts?
 - 10.2.2. Which devices, and which payment methods, are supported?

LOT B

ONE CARD & TRANSACTION SYSTEM SCOPE OF WORK, TECHNICAL, AND FUNCTIONAL REQUIREMENTS

i. One Card & Transaction System Functional Goals

The Citadel has determined the need to implement an integrated commerce system that will be flexible, affordable, and easy to use. This will be a comprehensive campus One Card and POS system to improve the quality of life on campus and service to cardholders.

1. Commerce needs include:
 - 1.1. Administrative services;
 - 1.2. Prepaid services and credit accounts;
 - 1.3. Food services;
 - 1.4. Card holder self-service, including web-based deposit capability;
 - 1.5. Snack and beverage vending;
 - 1.6. Laundry services;
 - 1.7. Inventory system;
 - 1.8. POS devices;
 - 1.9. Off-campus merchant support;
 - 1.10. Student Tracking System
2. Primary goals:
 - 2.1. Provide solutions that will allow the College to offer campus constituents secure and convenient commerce, access to services, and security.
 - 2.2. Reduce costs, boost operational efficiencies through automation, and meet current industry requirements for the safeguarding of sensitive personal and campus information.
 - 2.3. Install a turnkey Commerce System that is easy to implement, has a single point of support, and keeps pace with future commerce opportunities and upgrades of existing enterprise software systems.
 - 2.4. Achieve as much data integration and automated processing as possible.
 - 2.5. Student tracking system
- ii. One Card & Transaction System Technical Preferences**
 1. The system must provide campus constituents with a secure infrastructure for access to prepaid services as well as food and meal plan services.
 - 1.1. Meal Plan Configuration
 - 1.1.1. The system shall support creation and management of faculty/staff board plans, including declining balance and block meal options.
 - 1.1.2. The system shall support voluntary enrollment by faculty/staff via web or mobile interface.

- 1.1.3. The system shall track faculty/staff meal plan usage in real time across campus dining locations.
- 1.1.4. Faculty/staff shall be able to enroll in or modify meal plans, view balances and transaction history, and receive low balance notifications.
- 1.1.5. Automatic renewal or opt-in re-enrollment each period
2. There shall be integration in place with existing systems to prevent duplicate data capture and manual intervention in the event of status change of individuals.
3. The system must:
 - 3.1 Integrate with current systems such as Banner, to include configuration, ongoing maintenance, and support.
 - 3.1.1. Integration shall include automatic user account creation using a unique identifier defined in the Banner system, or have a mapping defined that does not require conversion by Citadel ITS when navigating between databases.
 - 3.2. Be scalable to incorporate future system expansion.
 - 3.3. Vendor must provide custom built menus for all POS.
 - 3.4. Vendor shall be responsible for unboxing, moving, placing, menu development, and function testing of all devices as well as confirming functionality of current systems.
 - 3.5. Have the ability to import and link existing unique ID card identifiers (barcodes) to users and have an easily defined option for importing new information.
 - 3.6. Provide a virtual student campus card system that will allow us to replace physical ID cards with digital credentials on mobile devices, facilitating contactless access to buildings, libraries, meal plans, and vending.
 - 3.7. Have a proven track record at institutions of higher education.
 - 3.8. Provide web-based usage, reporting, and set-up.
 - 3.9. Have a test instance database identical to production.
 - 3.10. Have reconciliation capabilities for transaction activity.
 - 3.11. Keep pace with the software upgrade schedules of Banner and other campus systems.
 - 3.12. Be available on a 24x7 schedule including holidays.
 - 3.13. The system must maintain a 99.95% uptime rating excepting routine maintenance downtime.
4. Vendor's system and/or any third-party participants must be compliant with all electronic processing and data security guidelines and regulations as follows:
 - 4.1. PCI (P2PE) compliance for payment card processing.

- 4.2. FERPA (Federal Educational Rights Protection Act).
- 4.3. All data transferred and/or stored must be encrypted.
- 4.4. Vendor will adhere to the South Carolina State IT Security Guidance.
- 4.5. The vendor will complete the South Carolina State Service Provider Security Assessment Questionnaire.
5. The system shall rely on the information in The Citadel's current Banner software to take appropriate action when an individual's status changes. Describe the process for initial creation of the transaction system database and updating it in real time; indicate if an initial load of the database is done each semester.

iii. One Card & Transaction System Functional Preferences

1. Campus Auxiliary Services Systems include the following:
 - 1.1. Chick-fil-A (inside Canteen)
 - 1.2. Starbucks - SBUX Connect (inside Mark Clark Hall)
 - 1.3. Valor Café (inside Daniel Library)
 - 1.4. Seaboard Café (inside Bond Hall)
 - 1.5. Post Office (inside Mark Clark Hall)
 - 1.6. Barber Shop (inside Mark Clark Hall)
 - 1.7. The Alley – (inside Canteen)
 - 1.8. Laundry Services – SMRT POS
 - 1.9. Cadet Store – PRSM RBS
 - 1.10. Tailor Shop – PRISM RBS
2. Complete systems that accept Student One Cards and process debit/credit card payments:
 - 2.1. Seven (7) POS systems for food service with four (4) kitchen display systems /monitors/touch bars/mobile ordering app with printers
 - 2.2. One (1) POS system for the barber shop with appointment scheduling calendar.
 - 2.3. Barber Shop POS shall be capable of accepting tips from customers, regardless of the payment type
 - 2.4. 2 tablet Point of Sale (POS) Systems that process One Card and Debit/Credit Card transactions for the Post Office

- 2.5. Bar code scanners for the POS
- 2.6. Five (5) One Card Side Car devices
- 2.7. Systems should be compatible with PRISM RBS, SMRT, and Label Printers for shelving and merchandising
- 2.8. Label Printers are Avery Dennison Monarch Model M0941903
3. Web-based deposit capability
4. POS Operating Systems should be a minimum of Windows 11 and upgradable
5. Off-campus merchant support (optional)
6. The POS systems must have an integrated P2PE PCI compliant POI device included
7. The vendor will supply all POS terminals with custom built menus.
8. The transaction system database must be the single database of record for all student card balances, including any future off-campus merchant program.
9. The POS installed by the vendor must have menus built and provided by the vendor; the vendor may offer their POS equipment.
10. No credit card information is to traverse unencrypted or be stored in any device on The Citadel campus network.
11. The system must operate online, in real time, 24 hours a day, 7 days a week to ensure accurate cardholder and transaction data for effective system information management, reporting and auditing activities.

iv. Basic Core Server Components

1. The core server components manage the online central database, ancillary cardholder information, product information, and network configuration.
2. The core server must:
 - 2.1. Use an industry-standard relational database engine that the Information Technology Department has full access to.
 - 2.2. Use an industry-standard multitasking, multi-user operating system.
 - 2.3. Have an open architecture capable of interfacing with other computer systems. The Citadel interfaces with Banner, Follett (Book Store), PRISM RBS Retail (POS/Inventory), SMRT - Laundry (POS/Inventory), HandShake (Career Center), PhotoShelter (Photo Sales), and Cardinal (Parking System).
 - 2.4. Be capable of performing updates online in real-time.

- 2.5. Software should be web-based/cloud for POS and Administration
- 2.6. Be remotely supportable for diagnostic purposes.
- 2.7. Under no circumstances should it be necessary to shut down the system while performing any other functions such as system backup and report generation.
- 2.8. Handle real-time communications with the network of card readers.
- 2.9. Process, record and store a minimum of five hundred (500) offline transactions stored during offline operations. Upload transactions when the system is back on line.
- 2.10. Respond to online reader authorization requests in two seconds or less. Response time shall be sub-second under normal operating conditions.
- 2.11. Applications supported by the system will use the same single, central database, the same software and the same card reader family.
- 2.12. Ability to accept more sophisticated forms of payment in the market (EMV, chip/pin, mobile, or Apple Pay)

v. Basic Communication Preferences

1. It is desired that reader communications may occur over any facility (TCP/IP networking, Wireless networking, lease line, fiber and or other traditional communication pathways) that will support clear-channel, full-duplex, asynchronous communications. Describe the communication method (i.e. TCP/IP,) between your readers and the host and note if any additional communication devices are required, such as terminal servers or converters.
2. Vendor must provide their own ISP (internet service provider), fiber modules, and switches. Currently, Segra is the only vendor that has the capability to provide fiber on The Citadel's campus.
3. System workstations and IP devices must communicate with the server, via the network and use a standard network connection and IP address.
4. The system must communicate with other computers via Ethernet with TCP/IP protocols. Describe data encryption used between the host server, readers, and point of sale registers (e.g. AES 128 bit).

vi. Basic Card Reader Preferences

1. The following are the general requirements for Card Readers.
 - 1.1. All card readers must be designed for high-use environments, and be made of rugged, heavy-gauge material.
 - 1.2. All card readers must feature a continuous swipe-through style card slot with a floating read head that reads the encoded information on Track II of the ABA magnetic stripe on the ID card.

- 1.3. All card readers must be capable of being programmed at system workstations by authorized operators only.
- 1.4. In the event of a communication disruption between the reader and the server, each reader must be able to store cardholder transactions in an offline condition for uploading to the server when communication is restored.
- 1.5. IP Native communication - terminal servers, modems, line drivers, etc. are not acceptable. All readers must be able to communicate via TCP/IP without additional networking devices.
- 1.6. Offerors must identify the Original Equipment Manufacturer for each reader proposed.
- 1.7. Contactless capabilities must be included.

vii. System Administration Software

1. The system administration software must be able to assign operator security codes to permit access to the designated software programs functions, workstations, printers, privileges, and privilege accounts. System administrators and operators may not be given Operating System access.
2. Add, change, and delete system operators; deny access to previously authorized operators; assign operator login phrases; and grant or deny the use of multiple updates to each operator.
3. Create an events calendar that signals the system to automatically perform an action at a specified date and time (i.e., deny access during holidays or run an end of quarter report).
4. Specify time period names for use in accounting and reporting, and describe locations and cardholder privileges (i.e., first shift, breakfast, etc.).
5. Monitor the status of card readers (online, offline, or inactive) by location or by group.
6. Define activities or functions (privileges) that a cardholder is allowed to perform. The system must support monetary (credit/debit), count/points, activity (yes/no), and access-type privileges that reference the central cardholder database.
7. Segregate funds into multiple accounts for a cardholder, and provide automatic links between accounts, if desired, to provide the cardholder with a reserve.
8. Assign and revoke cardholder privileges and suspend and reactivate the use of privileges.
9. Manage cardholder account funds (i.e., deposits, transfers, withdrawals, etc.) and perform exchanges.
10. Designate damaged, forgotten, lost, and stolen cards immediately; activate expired cards; set personal credit limits; and activate and suspend cards.
11. Send and cancel user-defined messages to cardholders.
12. Perform system backups automatically and on demand.

13. Follow GAAP – Generally Accepted Account Principles

viii. Utilities

1. Proposed system must provide the ability to schedule a utility to run reports at a specific time automatically.
2. System must include a standardized interface for scheduling utilities to run and reports to print.

ix. System Security

1. The system administration software must be able to control access to the designated software programs, functions, workstations, printers, privileges, and privilege accounts. Offer operator-defined password protection.
2. Allow operators to select individual workstation timeout values.
3. Integration with the campus SSO.

x. Reporting Capabilities

1. The software must be able to support, at a minimum, the following mandatory reporting capabilities; offerors must include a set of sample reports.
 - 1.1. Display and report information on one cardholder, all cardholders, or cardholders within a specified range of ID numbers for a specified date.
 - 1.2. Report the actions of a specified cardholder for a range of dates and times.
 - 1.3. Ability to pull reports and data from the database using a delivered tool or an open connection for a separate tool.
 - 1.4. Schedule the date and time that reports can be run automatically (i.e., without operator attention).
 - 1.5. Reconcile the balances of credit/debit accounts with the balance of all reader transactions for a specified date.
 - 1.6. Report all or some of the transactions performed by an authorized operator for a range of dates.
 - 1.7. Report the number of patron sales in detail (i.e., peak periods).
 - 1.8. Report the quantity of different products selling at a specified location during a specified period of time for a specified range of dates.
 - 1.9. Report sales and patron counts for all or selected locations for a range of dates and times.
 - 1.10. Report discount amounts given for all sales transactions for a range of dates and times.
 - 1.10. Report tips received by barber, by date, date range, and by payment type

xi. Interfacing with Third Party Systems

1. Describe the capabilities of your software to integrate with existing campus commerce applications such as the bookstore and what/if any customization is required to do so.
2. Describe what processes are in place to ensure compatibility with these applications as new versions are released.
3. Existing applications
 - 3.1. Follett Bookstore (Follett)
 - 3.2. Ellucian Banner (to include Student, HR, Finance, Treasurer, Financial Aid, and Admissions)
 - 3.3. Starbucks Connect (Chartwell's)
 - 3.4. PRISM RBS at Cadet Store & Tailor Shop
 - 3.5. SMRT Systems at Laundry

xii. Readers

1. Point-of-Sale (POS) Card Reader
2. POS card readers must have the following characteristics:
 - 2.1. A single, countertop device, featuring a continuous swipe-through style card slot that can process credit card and One Card payments, and be constructed of durable components.
 - 2.2. Touch Screen
 - 2.3. Not require an additional server for reporting or administration needs
 - 2.4. Native IP capable for communication method
 - 2.5. Interface and integration with existing POS systems or provided Offeror's equipment
 - 2.6. Describe the features of the proposed POS card reader devices.
 - 2.7. Must be PCI P2PE Compliant.

xiii. Retail Dining Payment Kiosks

1. Self service kiosks are used for unattended ordering and purchasing.
2. The Citadel currently does not use a self-service kiosk.
3. The devices must include multiple options, including pedestal or tabletop mounting.
4. Device must be Touch Screen, not require an additional server for reporting or administration needs, and Native IP capable for communication method.

5. Describe the features of the proposed self-service kiosk devices.

xiv. IP Capable Vending Reader

1. The Citadel currently does not use vending readers to process One Card transactions, but is investigating its use.
2. The IP Vending Reader is used to complete debit/credit card transactions at snack and beverage vending machines.
3. Must be able to track both cash and debit/credit transactions.
4. Describe the features of the proposed Vending reader device including IP communication and data encryption abilities.

xv. POS/Food Service/Retail

1. The Citadel's dining services and retail food operation is managed by Chartwell's. The College currently operates one dining facility, and four locations that accept the One Card (The Alley, Chick Fil A, Seaboard Café, Starbucks and Valor).
2. Retail locations that accept One Card are: Post Office, Barber Shop, Laundry, Book Store, Tailor Shop, and Cadet Store.

xvi. System Support

1. Timelines for implementation must be presented in the proposal so that a schedule can be determined that creates minimal interruption to campus activities.
2. The Vendor must provide The Citadel with system implementation and installation support and assistance.
3. The vendor must create the menus for each retail POS for the areas mentioned earlier; describe the services that will be provide.
4. Associated costs for these services must be specified in the Vendor's response.

xvii. Training Program

1. The Vendor must provide training for the proposed hardware and software.
2. Describe the training program provided for the proposed system, and indicate whether the proposed training is on-site or off-site.
3. Training costs must be specified in the Vendor's response.

xviii. Customer Service and Support

1. Describe your customer service and support program, including a customer support site via the internet.

2. Associated costs for the program services must be specified in the vendor's response.

xix. System User Group

Indicate if there is an established system user group, what part the user group plays in system development, and how often the user group meets.

xx. Online Documentation

Please describe the system's online documentation resources.

xxi. System Warranty and Maintenance

Describe in detail the system warranty, maintenance agreement and coverage.

xxii. Policy

1. Provide the policies and procedures for the following functions:

- 1.1. Expediting shipments

- 1.2. Restocking fees

- 1.3. Refunds

- 1.4. Cancellation orders

xxiii. Server Preferences

1. The server shall be a cloud-based system.

2. Third Party Integration Interfaces

- 2.1. Ellucian Banner Student/HR/Financial Aid/Finance

- 2.2. Ellucian Cashiering

- 2.3. On-Line Payment Gateway

- 2.4. Ellucian Luminis Student Portal

xxiv. Commerce Applications

1. Hardware Components:

- 1.1. Kiosks The Citadel would like to explore adding self-service kiosks in its retail dining locations that will allow the customer to place and pay for orders without the need of a customer service representative. Please provide pricing

- 1.2. IP-capable Activity Reader – quantity TBD

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

INSTALLATION (JAN 2006): Contractor shall install all items acquired pursuant to this contract as follows: [3-3050-1]

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

QUALITY – NEW (JAN 2006): All items must be new. [03-3060-1]

TECHNICAL SUPPORT – INCLUDED (JAN 2006): Upon request, contractor shall provide technical assistance or service. Such service shall be available within 2 hours following request. [03-3075-1]

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

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

INFORMATION FOR OFFERORS TO SUBMIT – RISK ANALYSIS (JAN 2020): When both parties fully understand the risks associated with a proposed contract, they can better manage and more appropriately allocate those risks. Accordingly, and for purposes of evaluation, you should submit the following: (i) an identification of key risks involved in the contract's performance and non-performance; (ii) an identification of the key risks to successful performance; (iii) an analysis and evaluation of the risks identified; and (iv) recommendations for managing the risks. Please address risks to everyone involved, such as the agency, contractor, expected users, and business partners. In responding, you are welcome to use the Risk Analysis Table found at www.procurement.sc.gov/legal/resources. [04-4013-1]

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

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

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

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]

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. [06-6060-1]

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. [06-6065-1]

- Technical Solution (45%)
 - o Integration with existing systems
 - o Compliance with all system requirements
 - o PCI and security requirements
 - o Resources required at the College
- Functionality of Solution (40%)
 - o ID card proposed solution and functionality
 - o Payment processing mechanism
 - o Transact system equipment and functionality
 - o Ease of use by staff and customers
- Cost Proposal (5%)
 - o Total cost of complete system as compared to other offers received
- Company Background (10%)
 - o Financial stability as an ongoing business partner
 - o Responses received from references
 - o Examples of prior implementations

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 AWARDED PURSUANT TO CODE (MAR 2024): Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

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]

EFT INFORMATION (APR 2024): The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov> (.) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-2]

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]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

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

PAYMENT & INTEREST (Modified): (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 will be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by either check or electronic funds transfer (EFT). (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.

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

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

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

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

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

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

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

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

B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015): (a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate. (b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State. (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

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

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

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

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

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

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

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance

as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

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

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

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

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

[07-7B056-2]

CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY

(FEB 2015): [ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any offeror having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.]

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

(b) Coverage must include claims for:

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

(ii) privacy risks, including (A) failure to properly handle, manage, store, 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 PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all 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 State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure. (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated. (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor. (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest. (f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause. (h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or

under this contract. [07-7B075-1]

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

INDEMNIFICATION - 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 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 governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

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

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015): To the extent applicable:

(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.

(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.

(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.

(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.

(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

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

LIMITATION OF LIABILITY – SINGLE AGENCY (JAN 2020): (1) Contractor's liability for damages to the Using Governmental Unit shall not exceed [a dollar amount].

(2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.

(3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party

Claims-General, (ii) Indemnification-Third Party Claims-Disclosure of Information, (iii) Indemnification-Intellectual Property, (iv) Information Security–Safeguarding Requirements, (v) Information Security-Location of Data, (vi) Information Use and Disclosure–Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by contractor.

(4) The absence in any subcontract of a similar clause limiting contractor’s liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause.

(5) The Using Governmental Unit’s liability for damages, if any, shall in no event exceed [a dollar amount]. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.

(6) The State of South Carolina’s total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B117-1]

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

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 factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

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

PRICE ADJUSTMENTS – LIMITED BY CPI “OTHER GOODS & SERVICES” (JAN 2006):

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

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

PURCHASING CARD (JAN 2006): Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

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]

SOFTWARE LICENSES (JAN 2006): Proprietary Software: Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software. License: The State is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder. Title: Title to any proprietary software provided by the Contractor to the State will remain with the Contractor. Trade Secrets: The State agrees that the proprietary software is a trade secret of the contractor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section. Source Code: Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code. In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the State with a copy of the source code for said proprietary software, at no expense to the State. Export Control: The State acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products. Customized Software: Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the State by contractor and documentation used to describe, maintain and use the software. Title: Title to the customized software vests in the State as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the State all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the State in understanding, using, maintaining, and enhancing said customized software. Software Tools: The contractor shall provide to the State, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the State would require to maintain or enhance the customized software. The price for said tools and the cost to train State personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost proposal submitted to the State in response to the State's solicitation.

Escrow for Source Code: In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the state shall be provided a copy of the source code for said software within thirty days at no expense to the State. For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media. Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software. The source code may be accessed only upon the following conditions: a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or

enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the State may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns. [07-7B215-1]

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]

SOFTWARE LICENSING AGREEMENTS–SINGLE SOLICITATION (FEB 2015): (a)

Definitions. As used in this clause, these terms are defined as follows: “Commercial Off-The-Shelf (COTS) Software” means software used with no customization and for which source code is not made available to licensees. “Configuration” means any customer-specific modification to software that does not require changes to the software’s source code, such as rules-based, rules engine based, or parameter driven modifications to configure the software. “Customization” means any customer-specific modification to software that requires changes to the software’s source code. “Firmware” means software sold or licensed only in conjunction with machines, designed for execution only on a machine with which it is provided, designed only for machines other than a dedicated computer, and embedded into or installed on the machine by the machine’s manufacturer or seller. “Licensor” means an entity that owns the intellectual property rights for an item of software or has the authority to license or sublicense the software directly to the using governmental unit. “Piggyback” means the document attached to this solicitation and entitled *South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software – Single Agency*, which serves as South Carolina’s standard amendment to a licensor’s standard software licensing agreement (regardless of how denominated, e.g., master software licensing agreement, end user license agreement) for COTS. [Note: While the piggyback is generally indicative of what the State finds acceptable, terms in a Licensor’s standard software licensing agreement may need to be negotiated.] “Software” means a combination of computer instructions and data definitions that enable computer hardware to perform computational or control functions, excluding firmware.

“Software licensing agreement” means any agreement, regardless of how designated, that defines the intellectual property rights for, or the rights to use, any software product. A software licensing agreement must address only terms directly associated with licensing the right to use the software and must not address any of the work governed by the contract or any services (other than warranty services regarding the software code or associated documentation). “Software maintenance” means the process of modifying software after delivery to correct faults, improve performance or other attributes, or adapt to a changed environment. (Reference ISO/IEC 14764:2006, as amended or superseded.) Software maintenance does not include any customization or configuration. “Software product” means any COTS which you propose to provide pursuant to the contract. “Source code” means computer instructions and data definitions expressed in a form suitable for input into an assembler, compiler or other translator. (b) Contract and Software Licensing Agreement are Separate. The State seeks to establish related but independent

agreements, one with each applicable licensor of COTS and one with the contractor - regardless of whether the licensor and the contractor are the same or different entities. As provided in the clause titled "Bid / Proposal As Offer To Contract," a contract between the State and the contractor results from an award made pursuant to this solicitation. In contrast, the State's acceptance of your offer does not serve as the State's acceptance of any software licensing agreement; rather, software licensing agreements must be separately executed in order to be binding, regardless of whether the license to use the software will be granted by you or a third party. The contract, as defined in the clause titled "Definitions," will address all work (excluding the use rights for any software product) and all terms regarding pricing, payment, and delivery of any software product. Accordingly, the State intends to pay contractor in order to acquire license rights for any software product, but the license rights will be governed by a software licensing agreement with the licensor. (c) **Critical Instructions.** (1) Your offer must identify each software product you propose to provide, identify the licensor, and explain which of the following licensing models apply: (i) you intend to license (or sublicense) the item directly to the State, or (ii) you intend to "resell" or distribute the item to the State (with licensing handled directly with the third-party licensor). You should use the Software Table attached to this solicitation to assist you in providing this information. (2) **Your offer must NOT include any software licensing agreements; however, for any software product identified in your offer, you must submit a software licensing agreement upon request of the procurement officer.** You must be prepared to provide any requested software licensing agreement within one business day of receiving a request. (3) Regardless of your licensing model, your price must include the cost of providing every software product you propose to provide to the State and those terms will form part of the contract. (d) Pre-Condition of Award. If the work you are offering to perform is dependent upon the licensing of a software product by the State and the State is unsuccessful in negotiating an acceptable software licensing agreement for any software product for which it finds such an agreement necessary, your offer will be rejected. To facilitate the timely and successful negotiation of a software licensing agreement deemed necessary by the State, the State may ask you, after opening but prior to award, to acquire from the licensor an executed copy of the piggyback. You should communicate with the licensors for any major or critical software product well in advance of submitting a proposal, and licensors should be informed that few changes will be made to the piggyback. [The State already has, and continues to enter into, standing, statewide, licensing agreements for a variety of computer programs. Without limiting any of the above requirements, an applicable agreement may already exist for one or more items of COTS you have identified.] [07-7B224-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (MODIFIED):

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (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 (1) year unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the

contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

WARRANTY – ONE YEAR (JAN 2006): Contractor warrants all items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation. [07-7B275-1]

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

VIII. BIDDING SCHEDULE/COST PROPOSAL

BUSINESS PROPOSAL (JAN 2006): Offerors are to submit a Business Proposal as a separate document from the Technical Proposal. The Business Proposal may include the following considerations: (a) Total Cost of Ownership -- What is the anticipated cost of purchasing, owning, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract? Provide a detailed accounting. (b) Risk Analysis -- What internal or external factors could significantly impact the probability of completing this project on time and within budget? (c) Risk Mitigation -- What actions can be taken to mitigate the identified risks? (d) Risk Sharing -- Are there opportunities for mutually beneficial risk sharing? (e) Performance Incentives -- Are there opportunities for performance-based incentives? (f) Financing Options -- Are there alternative financing options available to the State? [08-8010-1]

IX. ATTACHMENTS TO SOLICITATION

The following documents are attached to this solicitation:

APPENDIX A: NONRESIDENT TAXPAYER REGISTRATION INFORMATION AND AFFIDAVIT INCOME TAX WITHHOLDING

APPENDIX B: OFFEROR'S CHECKLIST

APPENDIX C: General Counsel Notice

APPENDIX D: Security Assessment Questionnaire

APPENDIX A

Instructions for Non-Resident Taxpayer Registration

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

SC FORM I-312

Access the form via the link below:

[NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT I-312](#)

INFORMATION NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresidents Must Complete and Return Form with Offer

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue (SCDOR).

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the SCDOR.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.

However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

APPENDIX B

Offeror's Checklist

OFFEROR'S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your 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 PROPOSAL TO MAKE SURE YOUR 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 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 PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, **not** against this checklist.
You do not need to return this checklist with your response.

APPENDIX C

General Counsel Notice

The Citadel will not, due to its status as an agency of the State of South Carolina:

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than South Carolina;
- d. Procure types or amounts of insurance beyond those The Citadel already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to The Citadel's policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to South Carolina's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. Agree to automatic renewals for such that the total length of a contract extends beyond five years.

APPENDIX D

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]