THE CITADEL	Solicitation Type Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	**Request for Proposal** **RFP 27007-CC** **September 28, 2026** **Caroline Connolly** **843-953-2737** **Cconnol1@citadel.edu**

DESCRIPTION: The Citadel is seeking proposals from qualified and experienced Offerors to provide a comprehensive, secure, scalable, and integrated payment processing, One Card, and point-of-sale (POS) solution for the College. The initial term of this contract is for one (3-year) term with the option of four (4) one (1) year renewals. The maximum term is seven (7) years.

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

SUBMIT OFFER BY: **November 4, 2026 at 2:00 PM** (See "Deadline for Submission of Offer" provision)

NUMBER OF COPIES TO BE **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**: October 20, 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, "RFP 27007-CC Questions"

CONFERENCE TYPE: **Mandatory Pre-Proposal Conference/Site Visit** DATE & TIME: **October 19, 2026 at 10:00 am EST**	LOCATION: **3 Lee Avenue, Bond Hall** **2nd Floor, Suite 217** **Charleston SC 29409**

AWARD & AMENDMENTS	Award is expected to be posted by **November 9, 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/

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)	entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE (Person must be authorized to submit a binding offer to a contract on behalf of the 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.procurment.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

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

ACKNOWLEDGMENT OF AMENDMENTS

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

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

PREFERENCES - Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, part (5)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, part (5)

____ In-State Office Address same as Home Office Address

____ In-State Office Address same as Notice Address (check only one)

End of PAGE TWO

Solicitation Outline

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I. SCOPE OF SOLICITATION

The Citadel is seeking proposals from qualified and experienced Offerors to provide a comprehensive, secure, scalable, and integrated payment processing, One Card, and point-of-sale (POS) solution for the College. The initial term of this contract is for one (3-year) term with the option of four (4) one (1) year renewals. The maximum term is seven (7) years.

The proposed solution must support The Citadel's current and future payment processing needs across multiple departments, locations, systems, and payment channels, including student account payments, credit and debit card transactions, ACH/eCheck payments, retail and point-of-sale transactions, One Card transactions, online and departmental payments, and other College payment activities.

The solution must integrate with The Citadel's existing Ellucian Banner ERP environment and support the secure processing, posting, settlement, reconciliation, and reporting of payment transactions.

The Citadel currently utilizes Transact for certain payment processing, bill presentation, electronic refunds, payment plans, One Card, and related services. The Citadel is seeking a solution that meets or exceeds the functional, technical, operational, and integration requirements described in this solicitation.

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: January 1, 2027, End date: December 31, 2034. Dates provided are only estimates. 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]

IMPLEMENTATION AND CONTRACT TERM: Implementation activities shall begin following contract award and shall include all necessary planning, configuration, integration, conversion, testing, training, and other activities required to prepare the system for operation. The initial contract term shall begin January 1, 2027, and continue through December 31, 2028.

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)
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(5)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal as Offer to Contract.
PAGE TWO means the second page of the original solicitation, which is labeled in 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** mean using governmental units.
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 Contract," either optional or mandatory, 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. [02-2A003-4]

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 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 the Offeror is unable to certify the representations stated in paragraphs (a)(1), the 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 an 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 an 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 WORKPLACE 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): The 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 a 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 (MAY 2024): (a) Fixed Price. If a fixed price is required, an 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. (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 are 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. [02-2A082-2]

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 proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS (MAR 2024): (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A1053]

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. 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, the 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 workday 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" on 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" on 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 the S.C. Code of Laws) [02-2A125-3]

VENDOR REGISTRATION MANDATORY (MAY 2024): You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit the Doing Business with Us page at procurement.sc.gov and follow the registration instructions. Please note that the vendor registration process may take up to thirty (30) days. If you currently have a state vendor number but do not have the user ID and password necessary to update your vendor information, you should contact the South Carolina Enterprise Information System (SCEIS) Vendor Registration Help Desk for assistance. [02-2A145-3]

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 -- MANDATORY (FEB 2015): See Conference Pre-Bid/Proposal clause. Your failure to attend the conference shall result in rejection of your offer. Attendance will be evidenced by your representative's signature on the attendance roster. [R. 19-445.2042] [02-2B020-2]

CONFERENCE – PRE-BID/PROPOSAL (JAN 2006): This solicitation includes a mandatory Pre-Proposal Conference. The purpose of the conference is to provide Offerors an opportunity to seek clarification regarding the scope, technical requirements, integrations, terms and conditions, and proposal submission requirements.
Pre-Bid/Proposal Conference Date and Time: 10/19/2016 10:00AM
Location of Pre-Bid/Proposal Conference: 171 Moultrie St Bond Hall 217 Charleston SC 29409

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 properly estimating 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]

This conference is non-mandatory. While attendance is not required, Offerors are strongly encouraged to attend and participate. The conference will provide Offerors with an opportunity to seek clarification regarding the scope, technical requirements, integrations, terms and conditions, and proposal submission requirements.

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) Offerors shall organize their proposals in the same order and using the same section titles and numbering specified in Section IV, Information for Offerors to Submit. Offerors should provide complete responses to all requested information.
(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

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

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

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MODIFIED): In addition to your original offer, you must submit an electronic copy of your offer on a 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]

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.

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

PROTEST - CPO - MMO ADDRESS (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 post or delivery to 1333 Main Street, Suite 700, 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

1. INTRODUCTION AND PURPOSE

The Citadel is seeking proposals from qualified and experienced Offerors to provide a comprehensive, secure, scalable, and integrated payment processing, One Card, and point-of-sale (POS) solution for the College. The initial term of this contract is for one (3-year) term with the option of five (4) one (1) year renewals. The maximum term is seven (7) years.

The purpose of this solicitation is to procure a solution that supports The Citadel's current and future payment processing needs across multiple departments, locations, systems, and payment channels. The proposed solution must integrate with The Citadel's existing Ellucian Banner environment and support student account payments, electronic refunds, payment plans, One Card transactions, point-of-sale transactions, e-commerce and departmental payments, and other College payment activities.

The Citadel seeks a solution that maintains continuity with essential College operations while improving the user experience, system integration, reporting, reconciliation, security, compliance, and administrative functionality.

2. BACKGROUND AND CURRENT ENVIRONMENT

The Citadel currently utilizes Transact for bill presentation, electronic refund processing, payment processing, One Card services, and certain point-of-sale transaction processing. The College utilizes Ellucian Banner as its enterprise resource planning system. Student payment plans currently feed to Banner, and cashiering is performed through Banner Finance.

The College's One Card serves as an identification and declining balance card and is used as a transaction vehicle at various locations throughout campus. The Citadel intends to continue utilizing a campus identification card as part of its payment and transaction environment.

The Citadel also utilizes Cardinal for parking management, which integrates with Banner. The College's current payment environment utilizes Fiserv in connection with credit card processing.

The College processes payments across a variety of campus operations, including student accounts, retail and point-of-sale locations, e-commerce, departmental activities, events, registrations, and other College-related transactions. The Citadel seeks a solution that supports continuity of existing operations while providing flexibility to accommodate future changes in payment methods, processors, systems, integrations, and College business needs.

3. SCOPE OF WORK

The proposed solution must provide a centralized, integrated payment environment capable of supporting The Citadel's current operations and future payment-processing needs. At a minimum, the proposed solution must:

• Provide a comprehensive payment processing solution capable of supporting student, departmental, retail, e-commerce, and other College payment activities.

• Provide a centralized payment gateway capable of supporting multiple College departments, locations, merchant accounts, and payment channels.

• Integrate with The Citadel's existing Ellucian Banner environment and support real-time processing and exchange of applicable payment and account information.

• Support student billing and online account presentation, including access for students and authorized users.

• Support electronic student payments, electronic refunds, and student payment plans.

• Support College One Card functionality, including identification and declining balance transactions.

• Support card-present point-of-sale transactions at college retail, dining, auxiliary, and other applicable locations.

• Support e-commerce and departmental payment functionality for goods, services, registrations, events, fees, merchandise, donations, and other College activities.

• Support hosted payment pages, storefronts, and secure payment functionality for college and third-party applications.

• Support multiple departments and merchant IDs while allowing transactions to be associated with the appropriate department, merchant, location, and accounting information.

• Support general ledger coding and departmental fund/account mapping necessary for appropriate posting and reconciliation.

• Provide centralized administrative controls with role-based access and appropriate separation of duties.

• Provide cashiering functionality and appropriate administrative tools for college personnel.

• Support transaction authorization, settlement, refunds, reversals, chargebacks, disputes, and reconciliation.

• Provide controls designed to prevent duplicate payments and identify transaction-processing errors.

• Provide real-time or near-real-time transaction information and appropriate audit trails.

• Provide production and test environments that allow The Citadel to configure and test integrations, upgrades, and system changes prior to deployment.

• Provide a scalable solution capable of accommodating additional departments, merchant locations, payment methods, integrations, modules, and functionality during the contract term.

• Provide secure APIs, web services, hosted payment functionality, or other supported methods for integration with college and third-party applications.

• Minimize the storage and transmission of payment card information within The Citadel's systems and support applicable PCI requirements.

• Provide a user-friendly, mobile-responsive experience for students, authorized users, customers, and College personnel.

• Provide administrative reporting and data access sufficient to support College financial management, reconciliation, audit, and operational needs.

Offerors shall identify for each proposed functional component whether the functionality is included as a standard/native feature of the proposed solution, requires configuration, requires an additional module or license, relies upon a third-party product or service, requires custom development, or is not currently available. Offerors shall identify all additional costs associated with any functionality that is not included in the base proposed solution.

4. PAYMENT PROCESSING REQUIREMENTS

The proposed solution must provide secure and reliable payment processing and student account functionality that integrates with The Citadel's Ellucian Banner environment. The solution must support student, parent/authorized user, and administrative payment activities.

Payment Processing

At a minimum, the proposed solution must:

• Accept Visa, MasterCard, Discover, and American Express credit and debit cards.

• Support ACH/eCheck payments.
• Support 529 Payments.

• Support one-time and recurring or scheduled payments.

• Support card-present and card-not-present transactions, as applicable to the payment channel.

• Support convenience fee processing and clearly identify available convenience-fee models, calculation methods, and any restrictions or requirements associated with their use.

• Provide immediate electronic payment confirmations and receipts.

• Support secure storage or tokenization of payment methods for future use, where permitted.

• Provide a mobile-responsive payment experience.

• Support current and future payment methods and technologies and describe available digital wallet capabilities, including Apple Pay and Google Pay.

• Provide appropriate handling of declined, returned, reversed, disputed, or unsuccessful transactions.

Student Account and Authorized User Functionality

The solution must:

• Provide students with secure online access to current account balances, billing information, payment history, and available payment options.

• Provide real-time or near-real-time posting of student payments and account information between the payment solution and Banner.

• Allow students to establish authorized users, including parents or guardians, in accordance with applicable FERPA requirements.

• Provide authorized users with separate credentials and access appropriate to the authorization provided by the student.

• Allow authorized users to establish and maintain payment methods separately from payment methods maintained by the student.

• Support electronic billing and notifications, including payment confirmations, upcoming payment reminders, and other College-defined communications.

• Allow users to view applicable payment history and transaction information.

• Support administrative access for authorized College personnel to research transactions, assist users, and perform appropriate account-related functions.

Payment Plans

The proposed solution must support College-established student payment plans and provide the administrative functionality necessary to establish, manage, and monitor those plans.

At a minimum, the solution must:

• Allow The Citadel to establish payment-plan eligibility, installment schedules, payment dates, fees, and other applicable business rules.

• Allow students and authorized users, as permitted, to enroll in available payment plans online.

• Support scheduled installment payments and update the Banner A/R module with future scheduled payments.

• Consider applicable student account balances and financial aid when determining payment-plan amounts.

• Support appropriate adjustments to remaining installments when student account activity changes, based upon college-established business rules.

• Allow authorized College personnel to enroll or assist students with payment plans when necessary.

• Provide electronic payment plan agreements and maintain appropriate records of enrollment.

• Provide reporting for payment plan enrollment, payments, delinquency, aging, and reconciliation.

• Support migration or transition of existing active payment plans, if required as part of implementation.

Electronic Refunds

The proposed solution must support electronic student refunds and integrate with The Citadel's Banner environment.

At a minimum, the solution must:

• Support ACH/direct-deposit refunds to eligible student-designated accounts.

• Allow students to securely establish and maintain applicable refund account information.

• Support refunds to the original payment method when appropriate.

• Provide administrative functionality for authorized College personnel to initiate, review, track, and reconcile refunds.

• Maintain refund transaction history and appropriate audit information.

• Provide electronic notifications to students regarding refund activity.

• Support the exchange of applicable refund information with Banner.

• Provide reporting sufficient to reconcile refund activity and funding.

• Support applicable requirements associated with student financial aid refunds.

Offeror Response

Offerors shall describe the complete payment and student account experience proposed for The Citadel, including student and authorized-user access, payment processing, payment plans, electronic refunds, administrative functionality, convenience-fee options, and any functionality requiring an additional module, license, third-party service, or custom development.

5. BANNER INTEGRATION

The Citadel utilizes Ellucian Banner as its enterprise resource planning system. The proposed solution must integrate with the College's existing Banner environment and provide reliable and secure exchange of payment, student account, financial, and reconciliation information.

At a minimum, the proposed solution must:

• Integrate with Banner Accounts Receivable and General Ledger, as applicable.

• Support real-time or near-real-time posting of student payments to Banner.

• Provide current student account balances and applicable account activity to the payment solution.

• Support the exchange of information necessary for student billing, electronic refunds, and payment plans.

• Support appropriate posting and accounting of departmental and non-student payment transactions.

• Support the exchange of transaction information necessary for settlement and reconciliation.

• Provide sufficient transaction-level detail to allow The Citadel to reconcile payment activity from the originating transaction through settlement, bank deposit, and the corresponding Banner accounting activity.

• Support refunds, reversals, returned payments, chargebacks, and other transaction adjustments, as applicable, and ensure that corresponding information can be appropriately reflected in Banner.

• Support multiple departments, merchant locations, and payment activities and allow transactions to be associated with the appropriate Banner accounting information.

• Support secure integration methods, which may include APIs, web services, secure file transfer, real-time interfaces, batch processing, or other established Banner-compatible methods.

• Provide a test environment that allows The Citadel to test Banner integrations, configurations, upgrades, and changes prior to implementation in the production environment.

• Maintain compatibility with supported Banner upgrades and releases throughout the contract term.

Offeror Response

Offerors shall provide a detailed description of the proposed Ellucian Banner integration, including the method of integration, information exchanged between systems, frequency of data exchange, reconciliation process, and any dependencies upon Ellucian or other third parties.

Offerors shall clearly identify whether the proposed Banner integration is native to the proposed solution, provided through an existing supported integration, requires an additional module or license, relies upon a third-party product or service, or requires custom development.

6. ONE CARD REQUIREMENTS

The proposed solution must provide a comprehensive campus One Card system capable of supporting The Citadel's identification, payment, meal plan, declining balance, and other campus transaction needs. The One Card solution must integrate with the proposed payment processing and point-of-sale environment and with applicable College systems.

At a minimum, the proposed solution must:

• Support College-issued identification credentials and associated cardholder accounts.

• Support prepaid and declining balance accounts.

• Support student, faculty, and staff meal plans, including declining balance and block meal plan options.

• Track meal plan usage and applicable account balances in real time across participating campus locations.

The Citadel currently utilizes Schlage MT15 readers in connection with its physical OneCard credential environment. The Offeror shall identify whether the proposed solution is compatible with the College's existing readers and identify any readers, hardware, software, licensing, or other components that would require replacement or modification.

Any new card readers or related hardware proposed as part of the solution shall support Near Field Communication (NFC) and the technology necessary to accommodate compatible virtual/mobile credentials without requiring replacement of newly installed hardware.

The Offeror shall identify all requirements and costs associated with implementing virtual/mobile credentials, including hardware, software, licensing, third-party services, per-credential fees, and annual or recurring costs.

• Provide cardholders with secure web-based and mobile self-service functionality to view balances, transaction history, and applicable account information.

• Allow authorized users to make online deposits to eligible One Card accounts.

• Provide real-time posting of deposits and transactions to the appropriate cardholder account.

• Support appropriate low-balance and other account notifications.

• Support One Card transactions at applicable dining, retail, laundry, vending, and other College locations.

• Support integration with applicable point-of-sale systems and devices.

• Maintain a centralized system of record for applicable One Card balances and transactions.

• Integrate with Ellucian Banner or other applicable College systems to establish and maintain cardholder information and reduce duplicate data entry and manual processing.

• Utilize applicable Banner information to appropriately update cardholder status when an individual's relationship with the College changes.

• Support automated or real-time updating of cardholder information, where applicable.

• Provide administrative functionality for authorized College personnel to establish, modify, suspend, reactivate, and otherwise manage applicable cardholder accounts and privileges.

• Provide role-based administrative access and appropriate security controls.

• Maintain detailed transaction and account history sufficient for research, reconciliation, audit, and reporting.

• Support 24-hour, seven-day-a-week online transaction processing with real-time balance updates.

• Support future expansion of One Card functionality, including additional campus locations, services, devices, and payment applications.

• Provide optional support for off-campus merchant participation or identify the capability to add such functionality in the future.

Meal Plan Functionality

The proposed One Card solution must support the creation and administration of applicable student, faculty, and staff meal plans. The solution should support declining-balance and block meal options, online or mobile enrollment where authorized by the College, real-time usage tracking, balance and transaction-history access, and College-established renewal or enrollment rules.

Offeror Response

Offerors shall describe the proposed One Card solution, including cardholder account management, meal plan functionality, declining-balance functionality, web and mobile self-service, online deposits, Banner integration, transaction processing, administrative controls, and available future capabilities.

Offerors shall identify all software, modules, licenses, equipment, third-party services, and integrations required to provide the proposed One Card functionality and clearly identify any functionality that is optional or requires an additional cost.

7. POINT-OF-SALE REQUIREMENTS

The proposed solution must provide an integrated point-of-sale (“POS”) environment capable of supporting The Citadel's dining, retail, auxiliary, and other in-person payment operations. The POS solution must integrate with the proposed One Card and payment-processing environment and support both One Card and debit/credit card transactions, as applicable.

General POS Requirements

At a minimum, the proposed solution must:

• Support One Card, credit card, and debit card transactions at applicable College locations.

• Support EMV and contactless payment functionality.

• Provide PCI-compliant point-of-interaction devices utilizing point-to-point encryption (P2PE)

• Process transactions online and in real time and provide real-time updates to applicable One Card balances.

• Support centralized administration while allowing appropriate department- and location-level access.

• Support refunds, voids, discounts, and other authorized transaction adjustments.

• Provide department, location, operator, product, payment type, and transaction-level reporting.

• Support barcode scanning and applicable inventory functionality.

• Support integration with existing College retail and auxiliary systems, where required.

• Ensure payment-card information is appropriately encrypted and stored on devices connected to The Citadel's network.

• Allow the College to add POS devices and locations during the contract term.

• Provide hardware and software capable of receiving supported security and operating system updates throughout the expected useful life of the equipment.

Current Campus POS Environment

The Citadel currently has payment and/or One Card activity associated with campus operations including Chick-fil-A, Starbucks, Valor Café, Seaboard Café, the Post Office, Barber Shop, The Alley, Laundry Services, Cadet Store, and Tailor Shop.

The proposed solution must accommodate the following current operational requirements:

• Seven (7) POS systems for food-service operations.

• Four (4) kitchen display systems/monitors/touch bars, mobile-ordering capability, and associated printers for food-service operations.

• One (1) Barber Shop POS system with appointment-scheduling functionality.

• Barber Shop functionality capable of accepting and reporting tips by applicable payment type.

• Two (2) tablet-based POS systems for the Post Office capable of processing One Card and debit/credit card transactions.

• Barcode scanners for applicable POS locations.

• Five (5) One Card transaction device or equivalent functionality necessary to support applicable College operations.

• Compatibility or integration with applicable existing PRISM RBS, SMRT, and labeling/inventory equipment.

Dining and Retail Functionality

The proposed solution must support the College's dining and retail operations and provide the ability to configure location-specific menus, products, pricing, and applicable payment options on the POS system.

The Contractor shall provide or configure required POS menus as part of implementation and shall describe the process for The Citadel to maintain and modify menus, products, pricing, and other configurations following implementation.

The solution must support One Card transactions at applicable dining and retail locations and provide the transaction information necessary for reconciliation and reporting.

Additional POS Capabilities

Offerors shall describe available capabilities for self-service kiosks, mobile POS devices, unattended payment devices, vending readers, and other POS technologies that may be added by The Citadel during the contract term. Any optional equipment or functionality must be clearly identified and separately priced.

Offeror Response

Offerors shall provide a complete description of the proposed POS solution, including all hardware, software, peripherals, licenses, integrations, and services necessary to meet the requirements of this section.

Offerors shall identify the manufacturer and model of proposed equipment, supported payment methods, operating system requirements, warranty, maintenance and replacement procedures, anticipated equipment lifecycle, and any third-party dependencies.

Offerors must clearly identify any existing Citadel equipment or systems that cannot be supported or integrated with the proposed solution and describe any replacement equipment, software, or additional cost required.

8. E-COMMERCE AND DEPARTMENTAL PAYMENTS

The proposed solution must provide secure e-commerce and departmental payment capabilities that allow College departments to accept electronic payments for activities that are not necessarily associated with student accounts receivable. The solution must provide centralized administrative oversight while allowing individual departments to manage their authorized payment activities.

E-Commerce Functionality

At a minimum, the proposed solution must:

• Provide hosted online storefronts and/or payment pages for college departments.

• Support the online sale of goods and services, event and program registrations, merchandise, departmental fees, invoice payments, donations, digital products, and other College-approved payment activities.

• Support multiple departments, stores, and merchants within a centralized College payment environment.

• Allow departments to establish individual storefronts or payment pages with college-approved branding and content.

• Provide mobile-responsive storefronts, payment pages, shopping carts, and checkout functionality.

• Support both individual-item purchases and shopping-cart transactions, as applicable.

• Support College-defined products, services, registrations, fees, pricing, and other payment activities.

• Support promotional codes, discounts, and other authorized pricing adjustments.

• Support applicable sales tax, shipping, fulfillment, and accounting configurations.

• Support refunds and partial refunds.

• Provide automatic electronic confirmations for applicable purchases, registrations, payments, cancellations, and refunds.

• Support QR codes, direct payment links, or similar functionality that allow customers to access designated College payment pages.

• Allow authorized College personnel to create and maintain storefronts, products, registrations, pricing, and other applicable content without requiring routine vendor technical support.

Departmental Accounting and Administration

The solution must:

• Allow payment activity to be associated with the appropriate College department, merchant, location, and accounting information.

• Support department-specific accounting codes and applicable Banner accounting information.

• Support multiple merchant accounts or merchant IDs where required.

• Provide centralized administrative oversight of all College e-commerce activities.

• Allow appropriate department-level access based upon assigned user roles and permissions.

• Provide department-level transactions, settlement, refunds, and reconciliation reporting.

• Maintain appropriate transaction history and audit trails for administrative activity.

Integration with College and Third-Party Applications

The solution must allow College-developed and third-party applications to securely direct customers to the proposed payment environment for payment processing without requiring The Citadel to directly store or process payment-card information.

The solution should support hosted payment pages, APIs, web services, or other secure integration methods that allow payment functionality to be incorporated into college websites, applications, forms, registrations, and other business processes.

The solution must provide the ability to return appropriate transaction confirmation or status information to the originating application when required.

Offeror Response

Offerors shall describe the proposed e-commerce and departmental payment solution, including storefront functionality, hosted payment pages, shopping-cart functionality, departmental administration, accounting configuration, reporting, integrations, and customer-facing functionality.

Offerors shall identify any limitations on the number of storefronts, departments, merchants, users, transactions, products, registrations, or payment pages that may be established.

Offerors shall identify all additional modules, licenses, transaction fees, merchant fees, third-party services, implementation costs, or other charges associated with the proposed e-commerce and departmental payment functionality.

9. THIRD-PARTY SYSTEM INTEGRATIONS

The proposed solution must support secure integration with The Citadel's existing and future third-party systems and College-developed applications that require payment, transaction, or related functionality.

Current systems for which integration or payment functionality may be required include:

• Cardinal
• Handshake
• Photo Shelter
• Campus ESP
• Slate
• Other College or third-party applications requiring payment functionality

The proposed solution must:

• Provide documented APIs, web services, hosted payment pages, secure file transfer, or other industry-standard methods for integrating with third-party and College-developed applications.

• Allow third-party or College-developed applications to securely initiate payment transactions without requiring The Citadel to store or directly process payment-card information.

• Support the secure exchange of applicable transactions, payment status, confirmation, and reconciliation information between systems.

• Support both real-time and batch integrations where appropriate.

• Provide a test or sandbox environment for developing, configuring, and testing integrations prior to production deployment.

• Provide technical documentation and reasonable vendor support for implementation and maintenance of integrations.

• Support the addition of new third-party systems and College-developed applications during the contract term.

• Maintain supported integration through applicable system upgrades and changes.

Offeror Response

Offerors shall describe the integration capabilities of the proposed solution, including available APIs, web services, hosted payment functionality, file-based integrations, development tools, technical documentation, and testing environments.

For each system identified above, Offerors shall describe whether an existing integration is currently available and identify whether the integration is native, requires configuration, requires an additional module or license, relies upon a third-party product or service, or requires custom development.

Offerors shall identify all costs associated with establishing, modifying, maintaining, or supporting integrations, including any recurring fees, third-party charges, or additional licensing requirements.

10. REPORTING, SETTLEMENT AND RECONCILIATION

The proposed solution must provide comprehensive reporting, settlement, and reconciliation capabilities for centralized College administration and authorized departmental users. Reporting must provide sufficient transaction-level detail to support financial management, reconciliation, research, audit, and operational needs.

Reporting Requirements

At a minimum, the proposed solution must:

• Provide real-time or near-real-time access to transaction activity.

• Provide reporting by department, merchant, location, operator, payment type, transaction type, and date or date range.

• Provide student payment, electronic refund, payment plan, One Card, POS, e-commerce, and departmental payment reporting, as applicable.

• Provide transaction-level details, including applicable authorization, settlement, refund, reversal, chargeback, and adjustment information.

• Provide One Card balance and transaction-history reporting for individual cardholders and **groups** of cardholders.

• Provide POS reporting for sales, products, transaction volumes, payment methods, discounts, refunds, and other applicable activities.

• Support location-specific operational reporting, including sales activity and transaction volumes by specified periods.

• Support reporting of tips by employee, date or date range, and payment type for applicable College operations.

• Provide reporting of administrative and operator activity sufficient to identify transactions and actions performed by authorized users.

• Allow authorized users to schedule reports for automatic generation and/or delivery.

• Allow authorized users to create or modify reports or access underlying data using available reporting tools without requiring routine vendor assistance.

• Export reports and transaction data in commonly used formats, including CSV and Excel, and provide PDF output where appropriate.

• Maintain historical transactions and reporting data in accordance with applicable College and State requirements.

Settlement and Reconciliation

The proposed solution must:

• Provide settlement reporting sufficient to reconcile transactions to applicable merchant activity and bank deposits.

• Provide sufficient transaction-level information to reconcile payment activity from the originating transaction through processor settlement, bank deposit, and corresponding Banner activity.

• Support reconciliation of credit card, debit card, ACH/eCheck, One Card, POS, e-commerce, refund, and other applicable payment activity.

• Clearly identify settlement amounts, processing fees, convenience fees, refunds, chargebacks, reversals, adjustments, and other activity affecting the amount deposited.

• Support reconciliation by merchant, department, location, settlement date, and payment type.

• Provide appropriate reporting and tracking for returned ACH/eCheck transactions and payment exceptions.

• Provide chargeback and dispute reporting, including transaction information and applicable status information.

• Provide audit trails sufficient to trace transactions and subsequent adjustments from initiation through final disposition.

Offeror Response

Offerors shall describe the reporting, settlement, and reconciliation capabilities of the proposed solution and provide representative sample reports with the proposal.

Offerors shall describe the process The Citadel would use to reconcile daily payment activity to processor settlement, bank deposits, and Banner.

Offerors shall identify any limitations on report creation, historical data access, data exports, scheduled reporting, or department-level reporting and identify any additional reporting tools, modules, licenses, or costs required.

11. SECURITY AND COMPLIANCE

The proposed solution must provide appropriate administrative, technical, and physical safeguards to protect payment information, student information, College data, and system access. The Contractor must maintain compliance with all applicable security, privacy, payment-card, and regulatory requirements throughout the contract term.

Security and Compliance Requirements

At a minimum, the proposed solution must:

• Maintain compliance with the current applicable version of the Payment Card Industry Data Security Standard (PCI DSS).

• Utilize PCI-compliant point-to-point encryption (P2PE), tokenization, or other applicable payment-security technologies to protect cardholder data.

• Comply with applicable Family Educational Rights and Privacy Act (FERPA) requirements when accessing, processing, transmitting, or maintaining student information.

• Comply with applicable State of South Carolina information security requirements and complete any required State or College security assessments, including the Service Provider Security Assessment Questionnaire, as applicable.

• Encrypt sensitive College and payment data in transit and at rest using appropriate industry-standard encryption
• Ensure that unencrypted payment-card information is not stored on devices or systems connected to The Citadel's network.

• Utilize secure authentication methods for system and administrative access.

• Support multi-factor authentication for appropriate administrative access.

• Provide role-based access controls that allow The Citadel to restrict system functionality and data access based upon assigned responsibilities.

• Maintain detailed audit logs of administrative access, configuration changes, transactions, refunds, adjustments, and other applicable system activity.

• Provide fraud-monitoring and detection capabilities appropriate to the payment channels supported by the proposed solution.

• Maintain documented vulnerability management, security testing, and patch-management processes.

• Maintain documented incident-response procedures for actual or suspected security incidents involving College systems or data.

• Provide timely notification to The Citadel of security incidents affecting College data, payment information, system availability, or College operations in accordance with applicable contractual and legal requirements.

• Maintain appropriate backup, redundancy, disaster recovery, and business-continuity capabilities.

Payment Card Data

The proposed solution should minimize The Citadel's PCI scope and, to the greatest extent, practicable.

Offerors shall describe how cardholder data is captured, transmitted, tokenized, encrypted, stored, and protected throughout the payment lifecycle and identify any circumstances in which The Citadel's systems or network would receive, transmit, process, or store cardholder data.

Security Documentation

Offerors shall describe the security and compliance certifications applicable to the proposed solution and identify the frequency with which applicable independent security assessments are performed.

Offerors shall provide, upon request and subject to appropriate confidentiality protections, applicable security documentation necessary for The Citadel to evaluate the proposed solution.

Offeror Response

Offerors shall describe how the proposed solution satisfies the security, compliance, privacy, and data-protection requirements of this section and shall identify any requirements that are dependent upon additional products, services, configurations, or third parties.

12. IMPLEMENTATION AND TRAINING

The Contractor shall provide a comprehensive implementation and conversion plan designed to ensure a successful transition from The Citadel's current environment while minimizing disruption to college operations.

Implementation Requirements

At a minimum, the Contractor must:

• Provide a detailed implementation plan identifying major activities, milestones, responsibilities, dependencies, testing, training, and anticipated go-live dates.

• Assign a dedicated project manager who will serve as the primary point of contact throughout implementation.

• Identify the Contractor's implementation team and the roles and responsibilities of key personnel.

• Identify the resources, personnel, access, information, and other assistance required from The Citadel during implementation.

• Coordinate implementation activities with applicable College departments and third-party providers.

• Configure the proposed payment processing, One Card, POS, e-commerce, and other applicable components of the solution.

• Configure and test all required Banner and third-party integrations.

• Install, configure, and test applicable POS devices, One Card equipment, peripherals, and other hardware.

• Provide a non-production test environment for configuration, integration testing, user acceptance testing, and training prior to go-live.

• Provide appropriate testing procedures and assist The Citadel with user acceptance testing.

• Identify and resolve implementation issues prior to production deployment.

• Provide go-live support and post-implementation stabilization assistance.

Conversion and Migration

The Contractor shall describe all data conversion and migration activities necessary to transition The Citadel from its current environment to the proposed solution.

The conversion plan must address, as applicable:

• Student and cardholder account information;

• One Card balances and applicable transaction information;

• Active student payment plans;

• Electronic refund information;
• Stored payment information or tokens, where transferable and permitted;

• Merchant, department, location, product, and POS configuration;

• Historical data required for college operations, reconciliation, or reporting; and

• Other data necessary to maintain continuity of college operations.

Offerors shall clearly identify any information that cannot be converted or migrated and describe the proposed alternative for maintaining access to required historical information.

Training

The Contractor shall provide comprehensive training appropriate for college administrative, financial, technical, departmental, and other applicable users.

Training must include:

• Initial training prior to go-live;

• Role-specific training for applicable system administrators and departmental users;

• Training for payment processing, One Card, POS, e-commerce, reporting, reconciliation, and other applicable functionality;

• Technical training necessary to support system integrations and administration;

• Written and/or electronic user guides and system documentation; and

• Ongoing training resources for new employees, system upgrades, enhancements, and changes in functionality.

Offeror Response

Offerors shall provide a proposed implementation schedule with the proposal and identify the anticipated time from contract award to full production implementation.

Offerors shall describe the proposed implementation methodology, conversion approach, testing process, training program, go-live support, and the respective responsibilities of the Contractor and The Citadel.

Offerors must identify any proposed functionality, integration, equipment, or service that will not be fully operational at go-live, including the anticipated availability date, dependencies, workaround, and any additional cost.

13. CUSTOMER SERVICE AND ONGOING SUPPORT

The Citadel considers responsive and reliable customer support to be a critical component of the proposed solution. Because the College's payment processing, One Card, dining, retail, and other transaction systems operate outside of normal business hours, the Contractor must provide appropriate support twenty-four (24) hours per day, seven (7) days per week, 365 days per year.

24/7 Critical Support

The Contractor must provide 24/7/365 support for critical or high-priority issues affecting payment processing, One Card transactions, POS operations, system availability, integrations, or other essential College operations.
At a minimum, the Contractor must:

- Provide a 24/7 telephone support number through which The Citadel can report critical issues.

- Provide access to a live support representative or return a call from qualified support personnel within fifteen (15) minutes of The Citadel reporting a critical issue.

- Provide technical personnel with sufficient knowledge and authority to begin troubleshooting and escalation immediately.

- Maintain an escalation process for issues that cannot be resolved by the initial support representative.

- Provide continuous attention to critical issues until service is restored or an acceptable workaround is implemented.

- Provide The Citadel with regular status updates throughout a critical incident.

- Provide notification of known outages, service interruptions, security incidents, or other events that may materially affect College operations.

Ongoing Customer Support

The Contractor must provide ongoing technical and operational support throughout the contract term, including:

- Telephone, email, and online support;

- Defined incident severity levels and escalation procedures;

- Documented response and resolution targets for each severity level;

- A ticketing system that allows The Citadel to submit, track, and review support requests;

• Support for payment processing, Banner integrations, One Card, POS, e-commerce, reporting, and other components of the proposed solution;

• Hardware troubleshooting and replacement procedures;

• Software maintenance, patches, upgrades, and releases;

• Support for integrations following applicable system upgrades;

• Advance notification of planned maintenance that may affect system availability; and

• Access to current system documentation and support resources.

Account Management

The Contractor shall assign a dedicated account manager or comparable primary contact to The Citadel for ongoing service and account management.

The Contractor shall participate in periodic service-review meetings, when requested by The Citadel, to discuss system performance, outstanding issues, support activity, upcoming upgrades, new functionality, and opportunities for improvement.

System Availability

The Contractor shall provide a production environment designed for continuous availability and shall identify its guaranteed system-availability commitment, excluding approved scheduled maintenance.

The Contractor shall describe its system of monitoring, redundancy, backup, disaster-recovery, and business-continuity processes and shall identify procedures for communicating service interruptions to The Citadel.

Offeror Response

Offerors shall provide a detailed description of their customer-support model, including 24/7 support capabilities, support locations, methods of contact, staffing, incident severity classifications, escalation procedures, response and resolution commitments, hardware replacement procedures, and account-management structure.

Offerors shall specifically confirm their ability to provide a live response or callback from qualified support personnel within fifteen (15) minutes, 24/7/365, for critical issues.

Offerors shall provide their standard Service Level Agreement (“SLA”) with the proposal and clearly identify any proposed exceptions to the requirements of this section.

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: Contractor shall provide all installation, configuration, testing, and related services necessary to place the proposed equipment and solution into full operation at locations designated by The Citadel. Installation shall be coordinated with The Citadel and performed in a manner that minimizes disruption to college operations. [03-3050-1]

OPERATIONAL MANUALS (MODIFIED): Contractor shall provide current operational, administrative, technical, and user documentation for all applicable equipment, software, and system components provided under the contract. Documentation may be provided electronically and must be updated as necessary throughout the contract term

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

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 offshore contactor and the Offeror. <u>Attach Service Level Agreement to this document or paste here.</u> 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 ((MODIFIED 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 included with the electronic copy of your offer. 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.

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]

QUALIFICATIONS – SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015): (a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE

FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

1. Offerors must have demonstrated experience implementing and supporting enterprise payment processing solutions for institutions of higher education.
2. Offerors must have successfully implemented the proposed solution with **Ellucian Banner in a higher-education environment**.
3. Offerors must provide at least **three (3) higher-education references currently utilizing the proposed solution with Ellucian Banner**.

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

SUBCONTRACTOR – IDENTIFICATION (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

QUALIFICATIONS – REQUIRED INFORMATION (MODIFIED): In addition to the requirements above, Offerors must demonstrate sufficient experience, personnel, resources, and technical capability to successfully implement and support the solution proposed for The Citadel.

Offerors shall provide the following:

• A brief description of the Offeror's organization, including the number of years the Offeror has provided payment processing and related technology solutions.

• A description of the Offeror's experience providing payment processing, student account, One Card, point-of-sale, and/or e-commerce solutions within higher education.

• A description of the Offeror's experience implementing and supporting the proposed solution in an Ellucian Banner higher education environment.

• Examples of higher education institutions currently utilizing the proposed solution with Ellucian Banner.

• Identification and qualifications of key personnel who will be assigned to implementation, account management, technical support, and other significant responsibilities under the contract.

• Identification of any subcontractors, third-party providers, processors, or other entities that will perform a material portion of the services or provide a material component of the proposed solution.

• A description of the Offeror's experience successfully converting institutions from another payment processing, campus card, or related system to the proposed solution.

• Information regarding the Offeror's organizational and technical resources available to support The Citadel throughout implementation and the contract term.

• Disclosure of any material service interruptions, security incidents, or significant implementation failures involving the proposed solution during the past five (5) years, together with a brief explanation of the circumstances and corrective actions taken.

REFERENCES
Offerors shall provide a minimum of three (3) higher education references for institutions utilizing the proposed solution. At least two (2) references should currently utilize Ellucian Banner.

For each reference, provide the institution name, contact name and title, telephone number, email address, solution/modules implemented, implementation date, and a brief description of the services provided.

The Citadel reserves the right to contact any reference provided and to consider information obtained from other sources in evaluating an Offeror's qualifications and responsibility.

Offeror Response
Offerors shall provide a detailed description of the proposed Ellucian Banner integration, including the method of integration, information exchanged between systems, frequency of data exchange, reconciliation process, and any dependencies upon Ellucian or other third parties.

Offerors shall clearly identify whether the proposed Banner integration is native to the proposed solution, provided through an existing supported integration, requires an additional module or license, relies upon a third-party product or service, or requires custom development.

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 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 seeking 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]

Evaluation will be conducted in two phases. The maximum total score available is one hundred (100) points.

PHASE I – WRITTEN PROPOSAL EVALUATION – 85 POINTS

1. Technical Solution and Integration – 25 Points
Evaluation may include, but is not limited to:

- Overall ability of the proposed solution to meet the requirements of this solicitation.
- Ellucian Banner integration and interoperability with existing College systems.
- Payment processing and student account functionality.
- Reporting, settlement, and reconciliation capabilities.
- Security, compliance, and data protection.
- Technical architecture, scalability, and ability to accommodate future College requirements.
- Identification and suitability of third-party products, services, and integrations required to provide the proposed solution.

2. Functionality and User Experience – 20 Points
Evaluation may include, but is not limited to:
- One Card functionality.
- Point-of-sale and retail functionality.
- E-commerce and departmental payment functionality.
- Student and authorized user functionality.
- Administrative functionality.
- Ease of use for students, authorized users, customers, departmental personnel, and system administrators.
- Ability to support The Citadel's current and future operational needs.

3. Implementation, Customer Support and Service – 15 Points
Evaluation may include, but is not limited to:
- Implementation and conversion methodology.
- Proposed implementation schedule.
- Data migration and transition approach.
- Testing and training.
- Resources required from The Citadel.
- Go-live and post-implementation support.
- 24/7/365 customer and technical support capabilities.
- Response and escalation procedures for critical issues.
- Service-level commitments.

- Ongoing account management, maintenance, system upgrades, and support.

4. Qualifications and Experience – 10 Points
Evaluation may include, but is not limited to:

- Experience providing comparable solutions within higher education.
- Experience implementing and supporting the proposed solution in an Ellucian Banner environment.
- Experience converting institutions from existing payment processing, One Card, and/or related systems.
- Qualifications and experience of proposed key personnel.
- References and prior implementations.
- Organizational capability and resources available to successfully perform the contract.

5. Cost Proposal – 15 Points
Evaluation may include, but is not limited to:
- Total evaluated cost of the proposed solution.
- Implementation and conversion costs.
- Software and licensing costs.
- Hardware and equipment costs.
- Payment processing and transaction-related costs.
- Maintenance and support costs.
- Recurring costs throughout the contract term.
- Any additional or optional costs necessary to provide the proposed solution.

PHASE II – LIVE SYSTEM DEMONSTRATION – 15 POINTS

Up to three (3) of the highest-ranked Offerors from Phase I who have a mathematical possibility of becoming the highest-ranked Offeror following Phase II will be required to participate in a live demonstration of the proposed solution.

The purpose of the demonstration is to verify and clarify the functionality and representations contained in the Offeror's written proposal and to allow the evaluation panel to assess the suitability of the proposed solution for The Citadel's operational needs.

Each evaluation panel member will score the demonstration based upon the established demonstration criteria. The demonstration score will be added to the Offeror's Phase I score to determine the final ranking.

The Citadel will notify Offerors selected for demonstrations and will provide a demonstration script and scheduling information prior to the scheduled demonstration.

Demonstration Requirements
a. Demonstrations may be conducted virtually or in another format designated by The Citadel.
b. Each Offeror will be provided with the same general demonstration requirements and allotted

substantially the same amount of time.

c. Offerors must demonstrate the solution proposed in their written proposal. The demonstration may be used to verify, explain, or clarify information contained in the proposal but may not be used to materially modify the proposal or introduce new functionality not included in the Offeror's submitted proposal.
d. The Citadel's evaluation panel may ask questions during the demonstration for purposes of clarification.
e. Offerors shall ensure that appropriate technical, implementation, customer support, and account-management personnel are available to participate in the demonstration.
f. The demonstration should be conducted in a clear and straightforward manner sufficient to allow the evaluation panel to understand the functionality, usability, and operation of the proposed solution.
g. Cost negotiations will not be conducted during the demonstration, and Offerors may not modify their Cost Proposal during Phase II.

Demonstration Evaluation
The live demonstration may include, but is not limited to, the following:

- Student payment and account experience.
- Parent or authorized user experience.
- Student account and Ellucian Banner integration workflow.
- Payment plan functionality.
- Electronic refund functionality.
- One Card functionality, including applicable declining balance and meal plan transactions.
- Point-of-sale and retail functionality.
- E-commerce and departmental payment functionality.
- Administrative functionality and ease of use.
- Reporting, settlement, and reconciliation.
- Transaction research and resolution.
- System administration and user management functionality.
- Customer support and incident management processes.

As part of the demonstration, The Citadel may require the Offeror to demonstrate or explain the process that would occur in the event of a critical system issue occurring outside of normal business hours, including how the issue would be reported, acknowledged, escalated, communicated, and resolved.

FINAL RANKING
The scores from Phase I and Phase II will be combined to establish the final ranking of Offerors. The highest-ranked responsive and responsible Offeror following completion of the evaluation process will be considered the Offeror whose proposal is most advantageous to the State.

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 (MAY 2024): a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) 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 (3) 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.

[07-7A015-3]

DISPUTES (MAY 2024): 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. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (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. [07-7A025-2]

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 the contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, the contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractors 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 (MAY 2024): (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) ten days after 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. [07-7A050-2]

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 AND INTEREST (FEB 2021): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled "EFT Information."
(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.
(e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by

either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

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

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

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

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to the 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 for the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed for 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 the actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

B. SPECIAL TERMSN AND CONDITIONS

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, it 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 to 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 affect this waiver of subrogation, but this provision applies regardless of whether the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(h) Any deductible 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): For products providing the coverage 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 of 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, contractors 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.
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 affecting 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 affect 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 deductible or self-insured retention must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and 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 the 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 prices 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, or 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 the 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 the 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, the contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractors' 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, or 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 stall 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) <u>Protecting information on public computers or Web sites</u>: 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 restrictions. 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) <u>Transmitting electronic information</u>. 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) <u>Transmitting voice and fax information</u>. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) <u>Physical and electronic barriers</u>. 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) <u>Sanitization</u>. At a minimum, clear information on media that has 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*. Contractors 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 us. Notwithstanding any other provision, contractors' 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]

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 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]

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

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

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015): The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of government information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the Using Governmental Unit with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the Using Agency's lack of objection does not constitute a waiver [07-7B217-1]

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 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 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 of rights for any software product) and all terms regarding pricing, payment, and delivery of any software product. Accordingly, the State intends to pay contractors 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, the 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]

VIII. BIDDING SCHEDULE/COST PROPOSAL

BIDDING SCHEDULE (MODIFIED):

Offerors shall submit a detailed Cost Proposal as a separate document from the Technical Proposal. The Cost Proposal must provide pricing for each year of the maximum potential contract term and identify all costs associated with the proposed solution.

At a minimum, the Cost Proposal shall separately identify, as applicable:

- One-time implementation and conversion costs;
- Software licensing and subscription fees;
- Payment processing and transaction fees, including interchange, gateway, convenience, refund processing, chargeback, ACH return, batch, cross-border, and other applicable fees;
- One Card costs;
- Point-of-sale hardware, software, peripherals, installation, and maintenance costs;
- E-commerce and departmental payment costs;
- Ellucian Banner and third-party integration costs;
- Training costs;
- Ongoing maintenance, customer support, and account management costs;

- Third-party products, services, or licensing costs;
- Optional modules, services, equipment, or functionality;
- Any anticipated price increases during the contract term; and
- Any other one-time, recurring, transaction-based, or usage-based fees associated with the proposed solution.

Offerors shall clearly identify any minimum transaction volumes, monthly minimums, annual commitments, pricing assumptions, pass-through fees, or other conditions affecting the proposed pricing.

The total price entered below must represent the total cost of the proposed solution for the maximum potential contract term and must reconcile the detailed Cost Proposal.

Description	Total Price
Total Cost of Proposed Solution for Maximum Contract Period	$_______________________

TOTAL EVALUATED COST: $________________

IX. ATTACHMENTS TO SOLICITATION

The following documents are attached to and incorporated into 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: Service Provider Security Assessment Questionnaire (SPSAQ)

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:

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than South Carolina;
4. Procure types or amounts of insurance beyond those The Citadel already maintains or waives any rights of subrogation.
5. Add any entity as an additional insured to The Citadel's policies of insurance;
6. Pay attorneys' fees, costs, expenses, or liquidated damages;
7. Promise confidentiality in a manner contrary to South Carolina's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
10. 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 subcontractors.
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 the 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.
13. 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:

Name: ______________________________________
(authorized signature)

____
(printed name of person signing above)

Title: ______________________________________
(title of person signing above)

Date: ______________________________________

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