

 THE CITADEL	Request for Quote Date Issued Procurement Officer Phone E-Mail Address	RFQ 24008-JD 11/21/2023 James de Luca 843-953-6861 jdeluca@citadel.edu
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DESCRIPTION: The Citadel is seeking written quotes for **Qualtrics CoreXM software subscription, or approved equal**

SUBMIT WRITTEN QUOTE by: December 12, 2023 at 2:00 PM via email attachment to the Procurement Officer listed above.

QUESTIONS: All questions regarding this quote request shall be submitted in writing to the email address of the Procurement Officer listed above at least two (2) business days before quotes are due.

NOTICE: This solicitation is being conducted under the small purchase procedures for “commercially available off-the-shelf products” (COTS) within the authority of Section 11-35-1550 of the South Carolina Code of Laws.

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES, SUPPLIES AND/OR EQUIPMENT: The purpose of this solicitation is to acquire services, supplies and/or equipment complying with the description, specifications and conditions listed in Section III. Scope of Work and other documents related to this Request for Quote.

MAXIMUM CONTRACT PERIOD -- ESTIMATED: January 1, 2024 – December 31, 2027. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION:

- (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the Business Opportunities web site for the issuance of Amendments: <https://www.citadel.edu/procurement/vendors-and-suppliers/solicitations/> Offerors will be required to acknowledge receipt of any amendment to this solicitation.
- (b) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only College official authorized to bind The Citadel with regards to this procurement or the resulting contract.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with The Citadel. Without further action by either party, a binding contract shall result upon final award. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

CODE OF LAWS AVAILABLE: 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>.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:

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

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA:

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

- phrase is used in Section 11-35-410. You must separately mark with the words “TRADE SECRET” every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word “PROTECTED” every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.
- (f) In determining whether to release documents, The Citadel 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 Citadel, 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 Citadel or any of its agencies, that you have redacted or marked as “Confidential” or “Trade Secret” or “Protected”. (All references to S.C. Code of Laws.)

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

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that The Citadel may be required to pay.

OPEN TRADE REPRESENTATION: 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.

PROTESTS: 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 Code Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen (15) days of the date the applicable solicitation document is issued. To protest an award, you must

(i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Code Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled “Protest-CPO”. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. These rights and remedies are not available for contracts with an actual or potential value of up to fifty thousand dollars.

PROHIBITED COMMUNICATIONS AND DONATIONS: 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 Citadel 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 Citadel during the period beginning eighteen months prior to the Opening Date.** [Reference Code Section R. 19-445.2165]

QUESTIONS FROM OFFERORS:

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 and/or the Business Opportunities website. 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, 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.**

The preferred method for submitting questions is through an email sent to the Contact's address noted on the first page of this RFQ, with the subject line indicating "Questions – Solicitation RFQ24008.

REJECTION/CANCELLATION: The Citadel may cancel this solicitation in whole or in part. The Citadel may reject any or all proposals in whole or in part. [Reference Code Section 11-35-1710 & R.19-445.2065]

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

PROTEST – CPO - ITMO ADDRESS: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

(a) by email to protest-itmo@itmo.sc.gov, or

(b) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201.

Protest rights are not available for contracts with an actual or potential value of up to fifty thousand dollars.

UNIT PRICES REQUIRED: Unit price to be shown for each item.

III. SCOPE OF WORK

The Citadel seeks a source to provide a subscription to Qualtrics CoreXM cloud-based survey module software, or approved equal.

Qualtrics, LLC provides a leading research and insights platform available on www.qualtrics.com, offering the unique combination of technology and expertise as detailed below:

- **Advanced website targeting:** website feedback software to pinpoint web visitors with targeted messaging using over 20 behavioral, location, and device-type variables.
- **Data Ownership:** Customers own and control all data entered in or collected by Qualtrics technology. This includes survey definitions, questions, response data, panel data, and uploaded content such as graphics, user information, and report results/analysis from such data.
- **Data analysis:** Real-time reporting, flexible dashboards, text analytics, Bain Certified NPS and benchmarking, can all be gauged and generated within the insight platform.
- **Collaboration:** The platform allows surveys, messages, and libraries to be collaborated or shared only within the 1.2 million users of Qualtrics.
- **Employee Insights:** Qualtrics provides multi-rater assessments, employee engagement surveys, hierarchical reporting, and onboarding feedback and exit surveys.
- **Integration:** The platform supports integrations with external systems (CRM platforms, email service providers, analytics and reporting platforms, HRMS/HRIS systems, and more). Other integrations include Microsoft Dynamics, Salesforce, Adobe Sitecatalyst, Oracle CRM, SAS, Twitter, Facebook, SQL server, PeopleSoft, Google Analytics, PayPal, YouTube, Marketo, Tableau, among others.
- **Security:** All Qualtrics products enable customers to control individual permissions for their accounts, web intercepts, dashboards and surveys.
- **Web Intercepts:** These can be completely customized with images, text and logos and provides a built-in rich text editor and HTML view. Said web intercepts can only be integrated in and used with the Qualtrics survey platform.
- **Libraries:** The platform offers a unique global resource library of surveys, questions, and images that can be used for survey creation only within the Qualtrics platform.
- **Duplication Management:** The platform automates de-duplication within distribution lists for more targeted outreach.
- **Subject matter expertise:** In addition to market-leading technology, Qualtrics provides subject matter expertise to optimize each unique project with the best industry and research resources available.

- SMS: The platform supports surveys taken through Short Message Services (SMS).
- Administration: The platform allows administrators and sub-administrators to manage the various user accounts. The platform also has a built-in survey approval process that requires surveys to be previewed and approved before distribution. This is unique to Qualtrics technology.
- Vocalize: This dashboard product integrates with the Insights Platform to visualize data in real time, filter results for permission-based access, and allow for text analytics and closed-loop case management.

Item #	Qty.	Description
01	1 yr.	Year 1 – Annual Subscription Fee
02	1 yr.	Year 2 – Annual Subscription Fee
03	1 yr.	Year 3 – Annual Subscription Fee

In order to be considered as an approved equal, an online survey platform must incorporate the following characteristics:

Data Ownership: Customers own and control all data entered in or collected by the technology. This includes survey definitions, questions, response data, panel data, and uploaded content such as graphics, user information, and report results/analysis from such data.

Data analysis: Must offer real-time reporting, flexible dashboards, text analytics, Bain Certified NPS and benchmarking.

Collaboration: The platform must allow surveys, messages, and libraries to be collaborated or shared within the users of the platform.

Employee Insights: Must offer multi-rater assessments, employee engagement surveys, hierarchical reporting, and onboarding feedback and exit surveys.

Integration: The platform must support integrations with external systems (email service providers, analytics and reporting platforms, SAS, Twitter, Facebook, SQL server, Google Analytics, YouTube, and Tableau).

Security: Must enable customers to control individual permissions for their accounts, web intercepts, dashboards and surveys.

Web Intercepts: Must to be able to be customized with images, text and logos, with a built-in

rich text editor and HTML view.

Libraries: The platform must offer a resource library of surveys, questions, and images that can be used for survey creation.

Duplication Management: The platform should automate de-duplication within

distribution lists. **SMS:** The platform must support surveys taken through Short

Message Services (SMS).

Administration: The platform must allow administrators and sub-administrators to manage the various user accounts. The platform should have a built-in survey approval process that requires surveys to be previewed and approved before distribution.

BRAND NAME OR EQUAL SPECIFICATION: The use of a “brand name or equal” specification, which lists one or more manufacturer’s names or catalogue numbers, provides for the submission of equivalent products. Brand name or equal specifications are not intended to limit or restrict competition; rather, they are used to describe the standard of quality, performance and other characteristics needed to meet The Citadel requirements. An item shall be considered to be substantially equivalent, or “equal” to the specified brand if in the opinion of the Procurement Officer, The Citadel can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand. Your offer must include manufacturer's latest literature showing complete product specifications if bidding on other than specified. Failure to include descriptive literature may be reason for rejection of your bid.

Offerors desiring to propose an offer with items other than those listed above, must do so in one of the following manners:

- **Send an email to the address of the Procurement Officer noted on page 1 of this solicitation.**

Requests for “approved equal” alternatives must be made, using one of the methods above, no later than: November 28, 2023 10:00 A.M.

If requested by the Procurement Officer, offerors must provide documentation providing specifications sufficient to satisfy the listed salient characteristics.

The Procurement Officer will determine if the proposed “approved equal” satisfies the requirements and respond with an amendment to the solicitation.

The inclusion of notes, comments, and/or documentation as part of an offeror’s electronic bid submission, without seeking the advance approval for alternates, does not satisfy the requirements noted above.

If requested by the Procurement Officer, the Offeror must provide a letter from each of the manufacturers or “approved equal” manufacturers stating they are an authorized distributor.

ADDITIONAL CONDITION:

The Citadel reserves the right to adjust the number of users and/or add additional software features or modules during the duration of the contract, subject to mutual agreement by both parties and appropriate remuneration.

DELIVERY / PERFORMANCE LOCATION - SPECIFIED: After award, all deliveries shall be made and all services provided to the address listed in the issued PO.

DELIVERY – GENERAL: Subject to conditions beyond the control of the Contractor, delivery or completion must actually be affected within the time stated on any order, if so stated. If, for any reasons whatsoever, including conditions beyond the control of Contractor, completion is not timely, The Citadel reserves the right to obtain the goods or services elsewhere and to charge Contractor with any loss incurred as a result thereof or, as its option, to cancel the order.

IV. INFORMATION FOR OFFERORS TO SUBMIT

DATA SECURITY AND GOVERNANCE – INFORMATION SECURITY AND ACCESS CONTROL QUESTIONNAIRE PG. 23 – REQUIRED:

NOTE: AFTER REVIEW OF QUOTES, OFFERORS MAY BE REQUIRED TO SUBMIT A RESPONSE TO THE “DATA SECURITY AND GOVERNANCE – INFORMATION SECURITY AND ACCESS CONTROL” QUESTIONNAIRE OUTLINED BELOW. SHOULD THIS BE REQUIRED, OFFERORS WILL BE NOTIFIED ACCORDINGLY.

[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 The Citadel information. In order for The Citadel 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 **Data Security and Governance – Information Security and Access Control** questionnaire, 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.

SOFTWARE LICENSING AGREEMENT:

Offeror must provide a copy of all agreements to access and utilize any of the products/services included in your quote. For each agreement, Offeror must give a brief synopsis of its purpose and specify all parties who will be bound by such agreement(s). It is expected that The Citadel will work in good faith in reaching a mutually acceptable

agreement when applicable. There are certain terms and conditions, however, that are unacceptable to The Citadel and must not be included in the offeror's submission:

- Choice of law provisions applying the laws of any state other than the State of South Carolina [Reference S.C. Code of Laws Section 11-35-2050].
- Clauses requiring The Citadel to indemnify, defend, or hold harmless the Offeror or any other party [Reference S.C. Code of Laws Section 11-35-2050].
- Clauses that require binding arbitration of disputes.
- Confidentiality requirements that conflict with disclosure requirements under South Carolina law, including under the S.C. Freedom of Information Act [Reference S.C. Code of Laws, Title 30, Chapter4].

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR:

- (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, including, but no limited to, Google search, Dun and Bradstreet reports, business continuity plans, and internal control assessments. 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."

SUBCONTRACTOR – IDENTIFICATION: 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 portion of 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 Citadel may evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS: Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

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

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:

- (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 Citadel 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 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.

BANKRUPTCY - GENERAL:

- (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 Citadel. 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 The Citadel orders/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 Citadel upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE OF LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all 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.

DISPUTES:

- (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 Citadel regarding the Agreement is not a waiver of either The Citadel's sovereign immunity or The Citadel's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
- (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page 2 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.

EQUAL OPPORTUNITY: The Citadel is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or veteran status. The Contractor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status. 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.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires The Citadel to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE:

- (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 electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
- (B) Notice to contractor shall be to the address identified by the Contractor in the electronic registration system. Notice to The Citadel shall be to the Procurement Officer's attention at The Citadel, 3 Lee Avenue, Bond Hall, 2nd Floor, Suite 244, Charleston, SC 29409, or to the Procurement Officer's email address as noted on the Cover Page. Either party may designate a

different address for notice by giving notice in accordance with this paragraph.

PUBLICITY: Contractor shall not publish any comments or quotes by The Citadel employees, or include The Citadel in either news releases or a published list of customers, or other such media, without the prior written approval of the Procurement Officer and the office of The Citadel Communication.

PURCHASE ORDERS: Contractor shall not provide any goods or services or perform any work prior to the receipt of a purchase order from The Citadel. The Citadel 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.

WAIVER: The Citadel does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of The Citadel's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL

CHANGES:

- (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for The Citadel in accordance therewith;
 - (b) Method of shipment or packing;
 - (c) Place of delivery;
 - (d) Description of services to be performed;
 - (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
 - (f) Place of performance of the services.Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that The Citadel promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of

time for completion.

- (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless The Citadel is prejudiced by the delay in notification.
- (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH LAWS: Through acceptance of an order or contract, and during the term of any contract, the Contractor shall be deemed to represent that it has complied, or will comply, with all applicable provisions of Federal, State and local laws, codes, ordinances, rules, regulations and tariffs.

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

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

CONTRACTOR'S USE OF THE CITADEL PROPERTY: Upon termination of the contract for any reason, The Citadel shall have the right, upon demand, to obtain access to, and possession of, all The Citadel properties, including, but not limited to, current copies of all The Citadel application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by The Citadel without The Citadel's written consent, except to the extent necessary to carry out the work.

DEFAULT:

- (a)(1) The Citadel 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 Citadel'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 Citadel 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 Citadel 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 Citadel 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 Citadel may require the Contractor to transfer title and deliver to The Citadel, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which The Citadel has an interest.
- (f) The Citadel shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The Citadel may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect The Citadel 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 Citadel, be the same as if the termination had been issued for the convenience of The Citadel. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of The Citadel, 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 Citadel in this clause are in addition to any other rights and remedies provided by law or under this contract.

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES: The Citadel may bid separately any unusual requirements or large quantities of supplies covered by this contract.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA): Contractor warrants that it will not make available or distribute any student education records it receives from The

Citadel in violation of the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. section 1232g. Contractor agrees to limit access to records provided by The Citadel to its employees with a legitimate need to know in order for the Contractor to fulfill its obligations under this agreement. Contractor warrants that it has procedures in place to prevent unauthorized access to data provided by The Citadel, and the procedures will be documented and available to The Citadel upon request. Contractor will notify The Citadel immediately in the event of a security breach that could or does impact The Citadel records or data. Contractor agrees that The Citadel data will not be shared or sold to third parties without prior written authorization from The Citadel. Contractor agrees to notify The Citadel immediately if it receives a subpoena, court order or other request for The Citadel data so The Citadel can take appropriate action if needed.

HOLD HARMLESS: The Citadel, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of The Citadel or failure of The Citadel to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's proposal.

INFORMATION SECURITY – DEFINITIONS:

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 Citadel, 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 Citadel 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 Citadel or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than The Citadel, 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 Citadel 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.

INFORMATION SECURITY – SAFEGUARDING REQUIREMENTS:

- (a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—
- Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.
- Intrusion means an unauthorized act of bypassing the security mechanisms of a system.
- Media** means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, portable hard drives, “thumb” drives, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.
- Safeguarding** means measures or controls that are prescribed to protect information.
- Voice** means all oral information regardless of transmission protocol.
- (b) *Safeguarding Information.* Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.
- (c) *Safeguarding requirements and procedures.* Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:
- (1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).
 - (2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.
 - (3) Transmitting voice and fax information. Transmit government information via voice and fax

- only when the sender has a reasonable assurance that access is limited to authorized recipients.
- (4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
 - (5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.
 - (6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:
 - (i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.
 - (ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.
 - (7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.
 - (d) *Subcontracts*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.
 - (e) *Other contractual requirements* regarding the safeguarding of information. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems.

INFORMATION USE AND DISCLOSURE: 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 The Citadel with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.
- (c) *Flow down*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this

clause on, any other person or entity that contractor authorizes to take action related to government information.

- (d) *Collecting Information.* Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.
- (e) *Rights, Disclosure and Use.* Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give The Citadel 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 Citadel's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to The Citadel (or destroy, at The Citadel's option) all government information in its possession as and upon written request of The Citadel (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 The Citadel 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 Citadel all information necessary to enable The Citadel 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 Citadel), Contractor shall reimburse The Citadel 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 Citadel, and (5) reimburse The Citadel all costs reasonably incurred for communications and public relations services involved in responding to

the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(j) *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 Citadel may have, and notwithstanding any other term of this contract, Contractor agrees that The Citadel may have no adequate

remedy at law for a breach of Contractor's obligations under this clause and therefore The Citadel shall be entitled to pursue equitable remedies in the event of a breach of this clause.

INFORMATION USE AND DISCLOSURE – STANDARDS: 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. § 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 Citadel is not a licensee.
- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. §§ 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. §§ 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, § 117.117, as revised in any future annual appropriations act.

INSPECT/REJECT: The Citadel reserves the right to inspect any equipment offered or completed service and to reject equipment or service if it is not acceptable as determined by The Citadel.

INVOICE ITEMIZATION: All transportation, insurance, crating and /or packing charges are to be entered as separate items on Contractor's invoice, unless goods are sold F.O.B. destination or such charges are included in Contractor's price.

LICENSES AND PERMITS: 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 the order. Note: The Citadel campus is located within the city limits of Charleston, South Carolina. Questions regarding business license requirements should be directed to City of Charleston, Business License Office.

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation either prepared for The Citadel pursuant to this contract shall belong exclusively to The Citadel.

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venture 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.

SERVICE PROVIDER SECURITY REPRESENTATION: 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 the **Data Security and Governance – Information Security and Access Control** questionnaire ("Response"); (ii) agrees to provide The Citadel with prompt notice of any material variation in operations from that reflected in the Response; 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 the extent Offeror's Response does not conform to any other contractual requirements, The Citadel's lack of objection does not constitute a waiver.

TERMINATION FOR CONVENIENCE:

- (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of The Citadel. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to The Citadel. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to The Citadel in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which The Citadel has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that The Citadel has breached the contract by exercise of the Termination for Convenience Clause.
- (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously

made by The Citadel, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

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

- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
- (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
- (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

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

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not

(i) affect The Citadel's right to require the termination of a subcontract, or (ii) increase the obligation of The Citadel beyond what it would have been if the subcontract had contained an appropriate clause.

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

Price Schedule:

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information in the format below with your response.

Item #	Qty.	Description	Cost
1	1 yr.	Year 1 – Annual Subscription Fee	
2	1 yr.	Year 2 – Annual Subscription Fee	
3	1 yr.	Year 3 – Annual Subscription Fee	
Total Cost			

Vendors who are claiming preferences must make it clear which preferences are being requested and include a signed copy of this page with their quote.

US End Product _____ SC End Product _____ Resident Vendor _____

Resident Contractor _____ Resident Sub-Contractor _____

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C) (1) (i) & (ii)) or the Resident Contractor Preference (11-35-1524(C) (1) (iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).
 _____ In-State Office Address same as Home Office Address
 _____ In-State Office Address same as Notice Address (check only one)

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

You must submit a signed copy of this form with your quote if claiming any vendor preferences.

NAME OF OFFEROR (Full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
PRINTED NAME & TITLE (Name and Business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
TAXPAYER IDENTIFICATION NO.	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation)

Rev 04/2021

New IT Systems Security Questionnaire

Will the device/software be on the Citadel network or is it hosted off campus

Does it require integration with any other system(s) or peripherals

Are there defined system requirements/storage

If Hosted, what service is used for hosting

Is data stored outside the US

Data lifecycle Collected/Stored/Deleted or Service Terminated

Is data encrypted in transit and at rest

Compliant with State laws

Is data shared with 3rd parties

Define access control system

Does it require a server

Can it be virtualized

How is server access controlled

Who has access to server/software/data

Does the vendor need server access

How will the software be maintained

Patches

Updates

Support

System Data Life Cycle

How is data Collected/Stored/Deleted

Maintenance schedule

System replacement

Does an API or SFTP connection exist to exchange data with Banner?

Does it communicate with an outside entity

What data is sent

Where is it sent

Is data encrypted in transit and at rest

Compliant with State laws

Is data shared with 3rd parties

Backup-Disaster Recovery

Will the data be encrypted at rest?

Compliant with State laws?

What is the backup-recovery plan for this server?

What are the storage requirements for backup?

Hardware -Software for backups /Licenses Purchased?

E-mail /Connectivity

Will the sever be sending email inbound to The Citadel's O365 Tenant?

What are the CIDR ranges of the hosting provider, what email address will be used?

Will this system require firewall rules- ports to be configured?