**State of South Carolina**

**Request for Proposal**

<table>
<thead>
<tr>
<th>Solicitation Number:</th>
<th>5400007449</th>
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<tbody>
<tr>
<td>Date Issued:</td>
<td>07/03/2014</td>
</tr>
<tr>
<td>Procurement Officer:</td>
<td>W. Jason Evans</td>
</tr>
<tr>
<td>Phone:</td>
<td>803-896-7999</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td><a href="mailto:jevans@mmo.sc.gov">jevans@mmo.sc.gov</a></td>
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**DESCRIPTION:** Housing Services Software

**USING GOVERNMENTAL UNIT:** Coastal Carolina University

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

**SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL:** [http://www.procurement.sc.gov](http://www.procurement.sc.gov)

**SUBMIT OFFER BY (Opening Date/Time):** 08/04/2014 14:30:00

**QUESTIONS MUST BE RECEIVED BY:** 07/14/2014 12:00:00

**NUMBER OF COPIES TO BE SUBMITTED:** SEE PAGE 3

**CONFERENCE TYPE:** Not Applicable

**DATE & TIME:** (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

**LOCATION:** Not Applicable

**AWARD & AMENDMENTS**

Award will be posted on 08/29/2014. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: [http://www.procurement.sc.gov](http://www.procurement.sc.gov)

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

(See “Signing Your Offer” and “Electronic Signature” provisions.)

**NAME OF OFFEROR**

(full legal name of business submitting the offer)

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

**AUTHORIZED SIGNATURE**

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

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

**TITLE**

(business title of person signing above)

STATE VENDOR NO.

/Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov)

**PRINTED NAME**

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

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

**OFFEROR’S TYPE OF ENTITY:** (Check one)

___ Sole Proprietorship

___ Partnership

___ Other

___ Corporate entity (not tax-exempt)

___ Corporation (tax-exempt)

___ Government entity (federal, state, or local)

(See "Signing Your Offer" provision.)

COVER PAGE (NOV. 2007)
# PAGE TWO

(Return Page Two with Your Offer)

<table>
<thead>
<tr>
<th>HOME OFFICE ADDRESS</th>
<th>NOTICE ADDRESS</th>
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<tbody>
<tr>
<td>(Address for offeror's home office / principal place of business)</td>
<td>(Address to which all procurement and contract related notices should be sent.) (See &quot;Notice&quot; clause)</td>
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Area Code - 
Number - Extension Facsimile 
E-mail Address

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<tr>
<th>PAYMENT ADDRESS</th>
<th>ORDER ADDRESS</th>
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<tr>
<td>(Address to which payments will be sent.)</td>
<td>(Address to which purchase orders will be sent)</td>
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<tr>
<td>(See &quot;Payment&quot; clause)</td>
<td>(See &quot;Purchase Orders and &quot;Contract Documents&quot; clauses)</td>
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Payment Address same as Home Office Address  
Payment Address same as Notice Address (check only one)  
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)

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## DISCOUNT FOR PROMPT PAYMENT
(See "Discount for Prompt Payment" clause)

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## PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://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 DO NOT APPLY**

## 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)). **PREFERENCES DO NOT APPLY**

<table>
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<tr>
<th>In-State Office Address same as Home Office Address</th>
<th>In-State Office Address same as Notice Address (check only one)</th>
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End of PAGE TWO
IMPORTANT INFORMATION FOR ALL OFFERORS

All Offerors desiring to respond to this solicitation should register and submit your response online. To respond online, you must follow the new South Carolina Enterprise Information System (SCEIS) vendor registration instructions found at the South Carolina Procurement Information Center website address of: http://www.procurement.sc.gov/. Even if you are registered in the old procurement system, you must still register or update your information in the new SCEIS system. Once the registration process is complete, the system will generate a new SCEIS vendor userid and password. The Offeror must keep this information current or you will not be able to submit future bids.

OFFERORS ENCOUNTERING REGISTRATION PROBLEMS SHOULD CONTACT:
DSIT Help Desk (803) 896-0001 Select Option 1 then Option 1
Monday – Friday 8:00 AM – 4:30 PM
SCEIS Service Desk Vendor Ticket Form

Additional vendor instructions concerning submitting offers can be found at:
http://procurement.sc.gov/PS/vendor/PS-vendor-submitting-offers.phtm

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation online.
1. The original solicitation response should be submitted on-line and is the official response.
2. All Offerors should attach all additional requested documents to their response in the online system. These documents can be attached under the “My Notes” tab in the online system either on the main response page or under the necessary line item.

In addition to the offer you submit on-line, please submit the following:
1. Original copy of both the technical and business proposals (paper copies)
1. Copy of your technical proposal on USB Flash Drive (Do not include cost on this flash drive.)
1. The following information on USB Flash Drive: (marked as “Internal”)
   - Copy of your technical and business proposal
   - Copy of your redacted technical and business proposal
   - Information required in Section V. “Qualifications – Required Information”
   - Any other submittals identified in the solicitation

All copies requested must be delivered no later than the date and time specified on the cover page of the solicitation to the following address:

Information Technology Management Office
Attention: Jason Evans, CPPB, MBA
State IT Procurement Manager
Solicitation Number: 5400007449
1201 Main Street, Suite 601
Columbia, SC 29201

QUALIFYING YOUR PROPOSAL:
ANY OFFEROR WHO TAKES EXCEPTIONS TO TERMS AND CONDITIONS OR OTHERWISE QUALIFIES THEIR OFFER MAY BE DEEMED NON-RESPONSIVE. OFFERORS MAY NOT BE GIVEN AN OPPORTUNITY TO CORRECT ANY MATERIAL NONCONFORMITY. IF YOU QUALIFY YOUR OFFER WITH A STATEMENT LIKE: “THIS IS NOT AN OFFER”, YOU MAY BE DEEMED NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION.
After submitting an online response to a solicitation, Offerors may validate their submission with the following steps:

STEP 1: Go back to the initial ‘RFx and Auctions’ screen

STEP 2: Select the ‘Refresh’ button to update the screen.

STEP 3: Make sure the RFx you responded to, has your specific bid response number displayed in the Response Number column and the Response Status column has a status of ‘Submitted’ before you log off.

NOTE: You also have the ability to print out a copy of your submission by selecting the ‘Print Preview’ button after your offer has been submitted.
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I. SCOPE OF SOLICITATION

The State of South Carolina, Information Technology Management Office (ITMO), on behalf of Coastal Carolina University (“CCU”), is seeking proposals from qualified and experienced Offerors to provide, customize, and implement a housing software solution for CCU.

ACQUIRE SERVICES and 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)
Start date: 09/09/2014 - End date: 09/08/2019. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]
II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)
EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.
BOARD means the South Carolina Budget & Control Board.
BUYER means the Procurement Officer.
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.
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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.
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 having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].
WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

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: www.procurement.sc.gov 
(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AWARD NOTIFICATION (NOV 2007)
Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. 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. [02-2A010-1]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)
By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]
BID ACCEPTANCE PERIOD (JAN 2004)
In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

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

BOARD AS PROCUREMENT AGENT (JAN 2004)
(a) Authorized Agent. All authority regarding the conduct of 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. (b) Purchasing Liability. The Procurement Officer is an employee of the Board 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 Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)
GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

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

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

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

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

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

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

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

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

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

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

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

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)
All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)
You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair
competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. [02-2A047-1]

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

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

**DUTY TO INQUIRE (JAN 2006)**
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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

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

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

**PROTESTS (JUNE 2006)**
Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

**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 (JAN 2004)**
(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise 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. 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. (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. [02-2A095-1]

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

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)
(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

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

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

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)
Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award. [02-2A110-1]

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

STATE OFFICE CLOSINGS (JAN 2004)
If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the
SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)  
(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)  
(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)  
Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business
TAXPAYER IDENTIFICATION NUMBER (JAN 2004)
(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)
You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at http://www.scbos.com/default.htm) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)
Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONTENTS OF OFFER (RFP) -- ITMO (JAN 2006)
(a) Offers should be complete and carefully worded and should convey all of the information requested.  
(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.  
(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.  
(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.  [02-2B035-1]

CLARIFICATION (NOV 2007)
Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

DEMONSTRATION REQUIREMENTS
The responsive Offerors with a mathematical possibility of being the highest ranked Offeror after the Phase I evaluations will be required to give a demonstration of their proposal to clarify or verify the contents and the representations made therein. Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors. The presentation will be made ‘in person’ at Coastal Carolina University, E. Craig Wall Sr. College of Business, Room 107F, 119 Chanticleer Drive, Conway SC 29526 and any travel expenses incurred by the Offeror are the Offeror’s sole responsibility. The time allotted per individual Offeror shall not exceed one and a half (1.5) hours. Note that the week of August 29, 2014, is tentatively scheduled for the demonstrations. Offerors should reserve those dates. ITMO will notify Offerors as quickly as possible to schedule specific dates and times.

(a) The activities of the Offeror should be limited to a demonstration of the solution described in the Offeror’s written proposal. Evaluators may ask questions pertaining to the Offeror’s demonstration. The Offeror’s answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal.  
(b) The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State.  
(c) The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror’s proposed solution.  
(d) The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.

DISCUSSIONS and NEGOTIATIONS (NOV 2007)
Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. 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. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(1)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

ON-LINE BIDDING INSTRUCTIONS (NOV 2007)
(a) Mandatory Registration: For on-line bidding, you must register before you can submit an offer! See instructions in clause entitled "VENDOR REGISTRATION MANDATORY".
(b) Steps for On-Line Bidding:
1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers On-Line".

[02-2B105-1]

**OPENING PROPOSALS -- PROPOSAL INFORMATION NOT DIVULGED**

In competitive sealed proposals, proposal information (price, number of offerors, and the identity of the offerors) will not be divulged at opening. [Section 11-35-1530, R. 19-445-2095(c) (1) & R. 19-445-2010 (D)] [02-2B110-1]

**PROTEST - CPO - ITMO ADDRESS (JUNE 2006)**

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

SCOPE OF WORK / SPECIFICATIONS

BACKGROUND
Coastal Carolina University is a dynamic, public comprehensive liberal arts institution located in Conway, just minutes from the resort area of Myrtle Beach, S.C. The University offers 66 areas of study toward the baccalaureate degree and seven master's degree programs in accountancy, business administration, education, marine and wetland studies, and writing. Ten new undergraduate degree programs include biochemistry, economics, graphic design, information systems, intelligence and national security, musical theatre, theatre arts, as well as criminology, health and aging, and social justice tracks in sociology. The University will begin offering its first doctoral program – the Ph.D. in Coastal and Marine Systems Science – in Fall 2014.

More than 9,400 students from across the country and the world interact with a world-class faculty, and enjoy a nationally competitive NCAA I athletic program, an inspiring cultural calendar, and a tradition of community interaction that is fueled by more than 120 student clubs and organizations.

The University comprises 72 main buildings on 630 acres including the Coastal Science Center and the Burroughs & Chapin Center for Marine and Wetland Studies, located on the East Campus in the Atlantic Center on U.S. 501, and The General James Hackler Golf Course at Coastal Carolina University, a public 18-hole golf facility located adjacent to the campus. The University also offers courses at the Litchfield Higher Education Center and the Myrtle Beach Education Center. A 1,062-acre tract, including a portion of Waties Island, provides a natural laboratory for extensive study in marine science and wetlands biology on an Atlantic coast barrier island.

Coastal Carolina University was founded in 1954 as Coastal Carolina Junior College and became an independent university in 1993.

Coastal Carolina University is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the baccalaureate degree and master's degree.

Coastal Carolina University has a housing capacity of approximately 3,700 residents. The University has a first and second year live-on requirement and provides limited housing to junior, senior, and graduate students. CCU is currently in the construction design process for a 1,276 bed development for first year students on the main campus.

Additional information on Coastal Carolina University may be found at http://www.coastal.edu/

INTRODUCTION / CURRENT ENVIRONMENT
The current housing management system makes use of the “Residence Life” module native to Colleague by Ellucian (Colleague), formerly Datatel Colleague. Housing applications are taken via WebAdvisor (aDatatel module) and processed by University Housing. Students also use WebAdvisor to review their housing assignment, meal plan information, mailbox assignment, and, in a separate screen in the system, their account balance information. Within this system, the University utilizes a seven-digit identification number for each applicant, student, and employee to be used as the primary identifier.

University Housing staff members use several screens within Colleague to manage housing applications, to make assignments, and to track housing occupancy. Information is most typically exported from Colleague via Informer (Datatel web-based reporting tool by Intrinisk) to live Excel workbooks to manage large volumes of information and run reports. Colleague screens are used primarily – and almost exclusively – for single student inquiries.

There is little to no workflow built into our current use of Colleague for the purposes of assignments, wait listing, and reporting. “Batch” or mass edit functions are cumbersome and not often utilized. Colleague stores the housing application and assignment information by term and tied to individual students and as much as 75% of the work done to determine if an applicant is eligible for housing or to make or change assignments is done manually and entered into the system by University Housing staff. Housing fees are typically determined by dates of occupancy and the assignment via Colleague’s room rate tables, but often corrections or modifications must be made by staff.

University Housing offers a variety of room, suite, and apartment configurations. Meal plans are required for all first and second year students living on campus and are associated with their housing application and license agreement. University Housing makes student housing assignments in fall, spring, Maymester, summer one, and summer two terms, and is exploring the ability to make assignments in fall two, spring two, and winter session terms. A new 12-month term or license
agreement period focused on accommodating international students and students taking advantage of a new “degree in three” program. University Housing also supports version of special interest housing communities including freshman interest groups and living learning communities.

Camps and conferences are managed manually via Excel workbook. At present, only overnight residential rooms are reserved and rented, but meeting rooms and additional amenities should be added. Most often, camps and conferences are contracted and invoiced by the individual camp or conference group through Conference Services, which is not a University Housing unit. Greater functionality including managing camp rosters, chaperone / camp director information, and family or emergency contact information for all campers (especially minors) will be critical to this solution.

CCU BUSINESS CHALLENGE

Objectives
The University seeks to have a turnkey and fully operational integrated web-based housing assignment and conference management system to significantly enhance and maximize the efficiency of University Housing’s operation and processes by December 2014. CCU is seeking to implement an integrated housing assignment and conference management system.

The vendors may include both locally hosted and vendor-hosted solutions in their proposal. If the vendor decides to propose both a locally hosted option and a vendor-hosted option, please refer to the Responsiveness/Improper Offers (b) Multiple Offerors provision found in Section II. Instruction to Offerors -- A. General Instructions (page 12). CCU will consider and evaluate both on premise and hosted solutions, which the Offerors may provide either type of solution and must describe both in accordance to the terms listed in the Responsiveness/Improper Offers language on page 13 of this solicitation. The primary objectives of this initiative are as follows:

1. Provide self-service, real-time interface to manage all aspects of student housing.
   a. The solution must be workflow oriented, employing multiple methods of notification to students, faculty, staff, guest users, etc.
   b. The solution must be person centered not just room/space centered.
   c. The solution must allow for user defined criteria for room choice and assignment.

2. Significant reduce the amount of manual intervention required to manage housing assignments and conferences.
   a. Automate, and include self-selection, the application and assignment process, including waiting list management and roommate selection.
   b. Provide pre-defined and ad hoc reporting that includes comma separated value (.csv) file, graphical, and tabular representations of data that can be readily exported for manipulation.
   c. Flexibly manage all aspects of student housing allowing different rules and criteria based on the specific property, resident classification, and academic term.

3. Integrate student housing, camp / conference, and event management into the same system.
   a. The solution must maintain a comprehensive departmental inventory of both meeting spaces and residence hall rooms including facility, fixture, furnishing details searchable by room, inventory item, and assigned student, camp / conference, or event.
   b. Invoicing to both university and third-party groups must be possible with the solution.

Timeline
The goal of the initiative is to have the new housing and conference management solution fully operational in time to accept and manage applications for the 2015-2016 academic year. This goal implies a deadline of December 2014 for full implementation and earlier implementation of as much of the solution as possible and as early as possible, including testing using 2014-2015 data, will be expected.

Integration
The implementation must seamlessly integrate with the existing card access and meal plan systems using the CINO Card by CBORD. (The CINO Card is the University’s student, faculty, and staff identification card that services as a “one card” solution on campus.) It must seamlessly and fully integrate with Colleague and its peripheral systems to make accepting and reflecting payments, meal plan management, student information systems including important information such as emergency contacts, grade and credit information, class standing, class schedules, and mailbox and mailbox combination possible in real time is critical.

Training
Contractor will be required to provide a training plan which will include on-site hands-on training and provide electronic documentation (current user manuals) for core team members and end users. Proposed training hours shall ensure 100% knowledge transfer of all functions to the University. The training shall include but not be limited to the following:
1. Train all users of the product.
2. Provide Train the Trainer
3. Provide remote training for all new users that are not with the University during implementation.
4. Provide training literature on all purchased modules.
5. Provide instructional videos on all purchased modules.

Support & Maintenance Services
1. At a minimum, Contractor shall (a) provide the University with maintenance and support services via telephone, facsimile, electronic mail, or other electronic means, from the hours of 8:00 a.m. to 8:00 p.m. ET Monday through Friday and 24x7 access for reporting Level 1 (as defined in paragraph 2 below) situations, to a designated, authorized, qualified, and trained user of the contractor applications, designated by the University and to one (1) designated, authorized, qualified, and trained user of the Contractor applications designated as the University backup contact; and (b) correct reproducible errors or malfunctions to enable the Contractor application to perform substantially in accordance with and as specified in the accompanying documentation.

2. Contractor shall deliver a solution or action plan to correct reported errors that meet the definition of:
   (i) “Level 1 Catastrophic” within eight (8) business hours of receipt of the reported error. “Level 1 Catastrophic” is defined as a condition in which the contractor application is partially or totally inoperative in the production environment, including but not limited to, total system failure, data loss, data corruption, or a processing of functions and processes so slow as to render the application unusable, or any Level 2 error where a reasonable alternative work process cannot be established;
   (ii) “Level 2 High Impact” within approximately two (2) business days of receipt of the reported error. “Level 2 High Impact” is defined as any error that results in the usability of the product being restricted and for which a reasonable alternative work process can be established;
   (iii) “Level 3 Non-Critical,” within approximately three (3) business days of receipt of the reported error. “Level 3 Non-Critical” is defined as any error wherein one or more functions do not operate optimally, but where impact on functionality and/or usability is agreed by the University and contractor to be minor and result in a mutually acceptable disruption to the University’s workflow process; and
   (iv) “Level 4 Cosmetic,” within approximately five (5) business days of receipt of the reported error, at contractor’s sole discretion. “Level 4 Cosmetic” is defined as any error that cannot be categorized as belonging to any higher severity level, including but not limited to a cosmetic or documentation error.

3. Each reported issue (“Incident”) shall be reported, logged, and tracked via the use of an incident tracking system, which system may be accessed via a web site. Upon notification by the University of an Incident via the web-tracking tool, contractor shall assign an Incident Tracking Number (“ITN”) to the Incident which shall remain open until the reported issue is resolved. The University must refer to the ITN assigned to the Incident for all subsequent inquiries with regard thereto. The University may escalate an Incident at any time if it believes the urgency has increased, or the appropriate response has not been received. The following escalation contacts are available to the University at any time: (i) the University may contact the contractor’s customer support and ask to speak with a Customer Support Manager on duty, (ii) if not satisfied, the customer may contact the Director of Support Services directly, via email or cell phone, and (iii) if not satisfied, the customer may contact the Vice President of Customer Operations, directly, via email or cell phone.

4. Contractor shall provide new feature functionality, enhancements, and other changes, which are logical improvements to a Contractor application and to which contractor makes generally available on a commercial basis, without charge, to any other licensee of the Contractor application (“Updates”). Updates do not include any new software products that are then
made generally available on a commercial basis as separate, price-listed options or additions to a contractor application (“Upgrades”), nor do they include any professional services that may be required for implementation. Contractor Support Services do not include making changes to site configuration as finalized upon solution acceptance during implementation.

5. The University shall assist the contractor in attempting to reproduce the specific situation in which a contractor application, standing alone, demonstrated a failure to conform substantially in all material respects to the functional specifications set forth in its accompanying documentation (“Defect”). The University’s support contact shall conduct reasonable and adequate research with respect to a Defect or related issue prior to contacting contractor for assistance.

6. At a minimum, Contractor shall make all hosted contractor applications available to the University for at least ninety-nine percent (99%) of the time (determined monthly), seven (7) days a week, twenty-four (24) hours per day, not including any unavailability that (i) lasts fewer than fifteen (15) minutes in the aggregate during any twenty-four (24) hour period; (ii) results from regularly scheduled contractor maintenance; (iii) results from failure of the University’s hardware or software; (iv) results from the failure of a communication service or other outside service or equipment not within the control of contractor; or (v) is beyond the reasonable control of the contractor. Contractor shall provide the University with reasonable prior written notice of all regularly scheduled contractor maintenance, including eight (8) months prior notice of scheduled maintenance for major updates, and shall notify the University of any maintenance required on an emergency as soon as reasonably practicable.

Migration of Legacy Data
Based upon the capabilities of the proposed solution, data from the last five years (file size unknown) will require migration to the new system. This data includes, but is not limited to room assignment (RMAS) and meal plan assignment history (MPAS), current floor plans, archival (digitized) construction drawings, project specifications / documents, work orders, inventories, and asset / equipment data.
IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)
Offeror shall submit a signed Cover Page and Page Two. Offeror should submit 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 section IX. Attachments to Solicitations. [04-4010-1]

CRITICAL ELEMENTS OF TECHNICAL SOLUTION
The offeror must cross reference its technical proposal with each requirement listed in Section III, Scope of Work/Specifications of this RFP. In addition, the Offeror must provide a point-by-point response to each of the requirements in Section III Scope of Work/Specifications and describe how their solution meets or exceeds the requirements.

SUBMITTALS
1.0. COMPLETED AND SIGNED “COVERPAGE” AND “PAGE TWO” (inside cover)
1.1 EXECUTIVE OVERVIEW
Each Offeror’s proposal must include an overview/summary description of its proposed software and service solution and an explanation demonstrating the Offeror’s understanding of needs as expressed in this solicitation.

TECHNICAL SOLUTION
2.0. Offeror must explicitly state its ability to meet the minimum requirements, and/or how its proposed system and services will satisfy the University’s needs.

The proposal should include a complete description of the solution, including responses to the questions and requests listed below in order to assist the evaluation team with reviewing your response.

2.1. Include a recommended project plan for implementation that meets with the University’s timeline and includes a distribution of labor on the part of the offeror and the University for complete set-up and implementation.

2.2. Describe your process for integrating with:

2.2.1. Colleague by Ellucian – the University’s student information system which contains and should communicate to the solution following information including, but not limited to:
   • Student data
   • Financials
   • Contracts (license agreements)
   • Photos (by CBORD)
   • Assignments
   • Notes and communication records associated with a student record

2.2.2. CBord – access control including building and room access and meal plan management using the University-provided CINO Card

2.2.3. SchoolDude – maintenance request and inventory system

2.2.4. Maxient – student conduct and case management system

2.2.5. 25Live – centralized scheduling and event calendar software

2.2.6. t4 – content management system deployed for webpage management

2.2.7. Established document management systems, which are OnBase by Hyland and ImageNow by Perceptive Software.
3.0. Describe the solutions functionality with regards to Set-up and Configuration and specifically include responses to the following:

3.1 Describe the difference between customizable and configurable as it applies to the Housing Software System.

3.2 Describe the extent to which a user can configure or customize screens, reports, and forms.

3.3 Describe the process for modifying ALL fields and panel labels in both the administrative environment and end user environment. What are minimum and maximum field character sizes and types involved? Are any required fields?

3.4 Describe the ability to add custom fields. Describe any associated costs.

3.5 Describe the capability to track customizations made to the system.

3.6 Describe how documents such as the housing contract can be uploaded to the system.

3.7 Describe how maps, videos, and other media of buildings/areas are incorporated into the end user experience.

3.8 Describe how room setups are done and how they can be changed (gender, capacity, etc.) and how they are setup or modified between major terms (i.e. fall and spring semester) and minors terms (i.e. Maymester, summer one, or summer two) or between to major or two minor terms.

3.9 Describe how records of historical room configurations are maintained.

3.10 Describe how room features (ADA, private bath, etc.) are tracked.

3.11 How many modules does the solution have and which of them are part of the basic package and how much are optional add on modules? Please describe all basic package modules and add on modules.

3.12 Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.

3.13 Describe the application security features for data, for each module, and for the system.

3.14 Describe all row-level security options as well as any field-level encryption available.

3.15 Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.

3.16 Describe how menus are used within the system and if menus are customizable and/or configurable. Define what customizable and configurable mean for your application.

3.17 Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for the University. Define what modifiable, customizable and configurable mean for your application.

3.18 Describe the tools and expertise which university technical staff would use to support, troubleshoot, configure or customize the application.

3.19 Describe workflow functionality included with application and provide a list of any function for which workflow is already built and delivered.

3.20 Describe other customizations available and associated cost, i.e., hourly and fixed fees.

3.21 Describe how configuration and customization will affect future releases of software.
3.22 Describe your approach to test and production environments including licensing requirements and any additional costs.

3.23 Describe the client manuals, “how to” documents, and help system(s) and how it can be modified.

3.24 Describe your relationship with the vendor(s) of any third party tools (i.e. reporting tools, application server and DBMS vendors, etc.) included in this proposal including licensing, costs, support for the product(s), and versions (e.g. full or modified).

3.25 Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.

3.26 What flexibilities does the solution provide for break and extended stay assigning, tracking, and billing?

3.27 Describe the solutions’ functionality with web “lookups” such as:
   3.27.1 Lookup Room Assignment
   3.27.2 Lookup Roommates information
   3.27.3 Lookup Account balance and details
   3.27.4 Lookup Liability balance and details
   3.27.5 Lookup Receipts
   3.27.6 Lookup Invoices
   3.27.7 Lookup Application status and details
   3.27.8 Lookup Room Preferences
   3.27.9 Lookup Room Booking information
   3.27.10 Lookup Name address details
   3.27.11 Lookup Profile information

4.0 Describe the solutions functionality with regards to **Student Records or Accounts (profiles, applications, etc.)** and specifically include responses to the following:

4.1 How many person types does the solution allow (Student, Student Staff, Faculty/Staff, Conference Guest, Visitor? If multiple options, is or can the default value be set at Student?

4.2 How are students/person types identified for the system (System ID #, Date of Application, University ID #, etc.)?

4.3 Describe how to manually enter an account.

4.2. Describe how to manually override an account.

4.3. Describe the solutions options for application status (pre & post interface with Datatel and Admissions).

4.4. Describe how to search for a resident by name, University ID, application number, term (application period or housing / academic term or both), room, bed, suite, floor, community, building, associated staff member (e.g. Resident Assistant or Resident Director), etc.

4.5. Describe how to manually edit an assignment.

4.6. How flexible are the criteria for allocating spaces (gender specific, Living Learning, sport, classification)?

4.7. Describe the ability to write a note in a student record that is not viewable to the student or student assigned guest user.

4.8. Flags / holds – Does the Offeror’s solution provide the option to utilize flags or holds (e.g. financial, student conduct, exemption, administrative / contract removal, privacy / FERPA directory information hold with Registrar’s Office)? If so, describe what they are, how they are utilized, and how are they configured? Are these flags assigned for a specific time period with an automatic shut-off or sunset or must they be manually overridden or removed?
5.0. Describe the solutions functionality with regards to Contracts (University Housing License Agreements) and specifically include responses to the following:

5.1 The University would prefer to manage housing contracts for undergraduate students on an academic year basis, but conferences and camps typically lease space by the night and we can envision a time when some, but not all, contracts would correspond with the fiscal year. Does the solution have the flexibility to define and manage the contract terms? If so, please describe how the University would configure contracts?

5.2 Please describe the process and any flexibility in process for how the solution would differentiate between eligible students in the import from Datatel (first year, transfer, returning, required to live on, etc.).

5.3 Describe the solutions automated mail merge and printing capabilities (letters, labels, emails) for new applicants.

5.4 Does the solution allow for multiple cancellations? If so, please describe.

5.5 Does the solution allow the re-activation of a cancelled contract/agreement? If so, please describe.

5.6 Does the solution allow students to acknowledge (or agree to) individual aspects of the contract? If yes, please explain and describe the process for student to electronically sign the contract.

5.7 What is the process for amending contracts? What if an adjustment must be made mid-year?

5.8 How are fees determined; what is the flexibility in terms of defining fees, applying fees, and scheduling when payments are due?

6.0. Describe the solutions functionality with regards to Room Assignments and specifically include responses to the following:

6.1. Describe how students may apply or modify an application online.

6.2. What information is retained on the student application?

6.3. How does the application process work for visiting faculty who would like to reside on campus?

6.4. Does the solution support applications for multiple terms? If so, please describe.

6.5. Does the solution allow for several student/person types in the system? If so, please describe.

6.6. Does the solution allow for automatic Check-in and Check-out features? If so, please describe.

6.7. How is the student’s eligibility for housing determined?

6.8. Describe the workflow for processing student applications?

6.9. What criteria can be used for room choice and selection? Does the solution allow the University to define our own criteria?

6.10. Does the solution support various property types including residence hall rooms, suites, semi-suites, apartments, hotel rooms, apartment buildings, and free-standing houses? If so, please explain.

6.11. Will the solution allow the University to specify criteria for each property regarding the qualifications for residents; for example, some residence halls should be assigned only for freshmen, others only for sophomores, transfers, marine science majors, or honors students. If so, please explain.

6.12. Describe the workflow involved in requesting a room assignment change.
6.13. Does the solution include a method for managing and archiving sex offender, or other criminal background information? If so, please explain.

6.14. How are special needs such as ADA needs managed? Describe the solution’s options for persons with disability to access their account (e.g. resident, guest, camper, staff accounts, etc.) including the application and other processes?

6.15. Does a student have the ability to make a self-assignment to a specific building, room, and bed? If so, please describe.

6.16. Will the solution automatically check for information such as “estimated family contribution” within the financial aid screens of Colleague? If so, please explain.

6.18. Will students be able to update contact information including emergency contact information outside of the application? If so, please describe.

6.19. Describe the capability of assigning lottery numbers.

6.20. Describe both the manual and auto-assignment processes.

6.21. Describe the solutions ability and process for avoiding double booking a space.

6.22. Describe solutions ability to hold or freeze bed spaces.

6.23. Does the system transfer non-returning students to an “alumni” but traceable status?

7.0. Describe the solutions functionality with regards to Roommates, Suitemates, and Apartment-mates and specifically include responses to the following:

7.1. Describe the roommate request process?

7.2. How are roommate eligibility requirements managed?

7.3. Can the University allow mixed gender assignments for conference attendees? If so, please describe.

7.4. Describe the process for managing assignments for visiting faculty.

7.5. Describe the process for developing roommate preference options within the application?

7.6. Describe the roommate preference selection process including differentiating between roommate and suitemate (or apartment) preferences.

7.7. Describe the process for developing the roommate preferences options within the application and to what degree this is configurable / customizable versus standardized within the solution.

7.8. Describe the process for a student to change, or request to change, roommate preferences within the solution when using self-assignment, manual (administrative) assignment, and auto-assignment both before and after assignments have been made and published.

8.0. Describe the solutions functionality with regards to Waiting Lists and specifically include responses to the following:

8.1. Does the solution provide the automation for managing a waiting list for student housing? If so, please describe the process.

9.0. Describe the solutions functionality with regards to Meal Plans and specifically include responses to the following:

9.1. Does the solution allow the specification of a meal plan? If so, please describe.
9.2. Can a student modify their meal plan during the contract year? If so, please explain.

9.3. Can the solution require a meal plan by evaluating eligibility or requirement characteristics? Can a default meal plan be assigned? If so, please describe.

9.4. Does the solution allow for students to view and add declining balance monies to their account via the web with a credit card? If so, please describe.

10.0. Describe the solutions functionality with regards to **Mailboxes** and specifically include responses to the following:

10.1. Does the solution include the ability to assign post/mail box numbers to resident students? If so, please describe.

11.0. Describe the solutions functionality with regards to **Access** and specifically include responses to the following:

11.1. Does the solution allow electronic key card entry for the property, building, apartment/suite, and bed? If so, please describe.

11.2. How can the University implement a mix of electronic key card data and physical key data in inventory and tracking within the solution?

11.3. What would be the implementation steps required to integrate the CINO Card as the electronic access method?

11.4. Describe how the solution provides for key tracking.

12.0. Describe the solutions functionality with regards to **Financials** and specifically include responses to the following:

12.1. How many transaction types does the system allow? Is there a limit? How do we add charges to the account within the housing solution? How are these charges communicated from housing software solution to Colleague? How / where do we list GL account information to ensure that specific charges go to the correct accounts?
   12.1.1. Transaction Types (Credit or Debit)
   12.1.2. Transaction Codes
   12.1.3. Sub Codes / Secondary Transaction Codes
   12.1.4. Transaction Amount – Individual items or lump sum?
   12.1.5. Transaction Date
   12.1.6. Posting Date
   12.1.7. ID of who posted
   12.1.8. Transaction term

12.2. How many billing types does the system allow (nightly, weekly, bi-weekly, monthly, yearly or for a set period / term)?

12.3. Does the solution allow for splitting of damage charges and group/batch billing? If so, please explain.

12.4. Describe how custom defined fees and rates are configured? The University plans to define rates based on occupancy, property, calendar dates, available amenities, period of lease, meal plans, and other user defined categories.

12.5. Does the solution provide a Rate Calculator option? Can contract fees be pro-rated based on changes to assignments? If so, please explain.

12.6. What variety of payment types can be managed? Please note that the University cannot be responsible for online records of credit card numbers. The solution must be PCI compliant.

12.7. What is the University’s flexibility for defining and managing usage/forfeiture schedule?
12.8. Can the solution generate comprehensive invoices for individuals (e.g. student resident or camper), subgroups (e.g. residential floor/wing, basketball camp team or church group), or conference groups (e.g. an entire basketball team or church conference)? If so, please describe.

12.9. What are the options for implementing Break stay charges, etc.? Term or dates related? Application Period related?

12.10. Can the solution allow the University the flexibility of waiving and/or deferring all or a specific fee, such as the application fee, deposit, or damage charge? If so, please describe.

12.11. Describe the solutions ability to import and export billing information to and from Datatel? What are the flexibilities with this process (rates, damage fees, prepayments, real time updates, ensuring all charges are posted to the student ledger, etc.)?

12.12. Does the solution allow for Invoice and/or Statement billing methods? If so, please describe.

12.13. Does the solution allow for itemized billing for residents, conference groups, departments? If so, please describe.


12.15. Describe ability to provide method(s) of electronic payment to the University.

12.16. Describe vendor’s ability to provide all hardware, software, and services to receive, process, and return credit card payment transactions and electronic check transactions via a link from CCU’s website(s).

12.17. Describe the level of integration required to accommodate your payment process. If applicable, separate your response into ‘batch’ integration methods and real-time integration, describing what data would be passed and what method is utilized. If integration to your process is ‘batch’, indicate any ability to inquire on payments before they are remitted to the University.

12.18. Describe the timing of the University’s receipt of:
   12.18.1. The approved payment transaction for posting to the Subsidiary System.
   12.18.2. The deposit to the University’s bank account for the approved payment.

12.19. Describe what the customer would see on their Credit Card Billing after making a payment through your system.

12.20. Describe customer payment acknowledgement.

12.21. Describe the process if a credit card payment is declined. Indicate how the customer is informed and any information received by the University from this transaction.

12.22. Indicate the credit cards that may be accepted by your system (AmEx, Visa, MasterCard, Diners Club, Novus, etc.) Indicate your ability for the University to restrict this list to only certain cards.

12.23. Describe how a refund would be issued to the credit card using your system. Indicate any fees (or reduction in fees) that would result from the refund.

12.24. Describe any available electronic check and/or Interactive Voice Response functionality.

12.25. Describe, how, if at all, credit card information is stored locally by your system.

12.26. Describe how credit card fees are applied and processed.

13.0. Describe the solutions functionality with regards to Room Inventory and Condition and specifically include responses to the following:

13.1. How is the room inventory managed for student room assignments, conferences, camps, and special events?
13.2. What amenities or attributes can be configured per room, apartment, house, or residence hall?

13.3. How would the solution integrate with a maintenance work order system (e.g. SchoolDude)? Is there capability to take buildings, rooms, or groups of rooms offline for a given period of time for repairs?

13.4. Please explain how the room inventory and condition function is structured. Does it allow graduated levels of access for multiple levels of administrative staff to administer different types of inventory or updates?

13.5. Will the solution allow us to put amenity or feature tags or room furniture inventory per room?

13.6. Are students and staff alike able to report damage and separately make maintenance requests? If so, please explain.

13.7. Describe the solutions’ functionality with the following special room features:
   13.7.1. ADA features (strobe, bed shaker, Roll-In-Shower)
   13.7.2. Ceiling fans
   13.7.3. Ice maker
   13.7.4. Direction windows face (North/South/East/West)
   13.7.5. Appliances
   13.7.6. Closet size
   13.7.7. Electrical outlets
   13.7.8. Wi-Fi vs. Wired
   13.7.9. CATV jack and location
   13.7.10. Ethernet / CAT6 internet port location
   13.7.11. Wireless access point and location
   13.7.12. Thermostat
   13.7.13. Balconies
   13.7.14. Elevator vs. Stairs
   13.7.15. Floor
   13.7.16. Distance from food, academic, athletic
   13.7.17. Latch guard
   13.7.18. Private bathroom

13.8. Can room inventory data be updated, edited, or removed in a batch or group edit function or only updated by individual spaces or items? If so, describe this process.

14.0. Describe the solutions functionality with regards to **Conference and Event Management** and specifically include responses to the following:

14.1. Can the solution show room availability on selected dates or date ranges? If so, please explain.

14.2. Describe the process for requesting an event, including how space can be blocked. Is workflow implemented for event management approval?

14.3. Can the solution create bulk reservation? If so, please explain.

14.4. Can the solution assign conferees according to various preferences (doubles, singles, group, wing, floor, building, etc.)? If so, please explain.

14.5. Describe the solutions process for releasing unused rooms due to reduced conferee numbers.

14.6. Can the solution create future reservations using the same details from a current or prior reservation? If so, please describe.

14.7. Can the solution support online descriptions and tours of the rooms, including capacity and cost information? If so, please describe.
14.8. Can the University’s events staff make changes to event requests, if needed? If so, please explain.

14.9. Will organizations requesting events be able to select room setups online?

14.10. Can other event services be integrated, such as parking or catering? If so, please describe.

14.11. What flexibility does the University have in defining the list of charges for events? Can the University provide discounts to University affiliates?

14.12. Does the invoice process allow a single invoice to the requesting organization, or invoicing per a particular participant group? If so, please explain.

14.13. Can billing for events to University accounts be automated? If so, please explain.

14.14. Does the solution project or track the profitability of an event? If so, please describe.

14.15. Does the solution support grouping attendees by hall, by floor, or by user defined criteria and managing invoices by groups? If so, please explain.

14.16. Does the solution encompass conference registration and check-in for camps or conferences? If so, please provide an overview of the process.

14.17. Can the solution be managed outside of the academic year terms all year round? If so, please describe.

14.18. Please describe how the solution can provide the following conference web “lookups”:

14.18.1. Lookup Quotes - details and summary information
14.18.2. Lookup Delegate Assignments
14.18.3. Lookup Room Booking information
14.18.4. Lookup Account balance and details
14.18.5. Lookup Liability balance and details
14.18.6. Lookup Receipts
14.18.7. Lookup Invoices

14.19. Describe the solution can provide the following conference web “interactive” options:

14.19.1. Assign Delegate rooms
14.19.2. Delegate Room changes

15.0. Describe the solutions functionality with regards to Reporting and specifically include responses to the following:

15.1. Describe what standard, or canned, reporting is available and what ad hoc queries can be supported? Provide a list of all canned reports and a short description of each.

15.2. Can the system provide occupancy reports for any specified range sorted by room or by person? Can the system provide graphical occupancy rates by day, week, term? Does the system provide a No Show Report? A Vacancy Report? If so, please describe.

15.3. Can the system import historical data from the current system and provide historical reports based on the data? If so, please describe.

15.4. How many years of data can be maintained?

15.5. Does the solution provide parental or guest access? If so, please describe.

15.6. Can the solution provide other University departments view-only access to specific data and can what is viewed be different by department? If so, please describe.

15.7. Can the solution provide automated e-alerts to student and staff when changes occur in assignments or applications? If so, please describe.

15.8. Describe the process for developing new reports and the process for modifying canned reports.
15.9. Will reports display in a variety of file formats (e.g. csv, pdf, rtf, html, Microsoft Word, Excel, and other standard formats, etc.)? If so, please describe.

16.0. Describe the solutions functionality with regards to **Technology** and specifically include responses to the following:

16.1. What is the interface for the end-user; is the solution web-based or is there a client that is installed on the end user’s workstations? Please describe.

16.2. What types of communications to students and staff are provided (e.g. email, form letters, direct messages to student screen, SMS, etc. If email, please explain)? Are these communications archived and searchable by student, room, date, subject and message? Can messages be formatted as html or include attachments?

16.3. Describe how resident University ID cards can be utilized for an electronic check-in and check-out process. Can the system allow students to identify themselves via the CINO card swipe?

16.4. Does the system allow import from the legacy housing system? If so, please describe.

16.5. Does the system support archival of data? If so, please describe how long.

16.6. Is the solution already integrated with Colleague? Is the vendor a recognized Colleague partner? If so, please describe.

16.7. Describe the administrative roles supported and how access is managed for each role – for example, housing administrator, housing staff, student, conference attendee, parent, etc.?

16.8. Does the system provide the capability of logging interactions with a student, including the record of conversations between staff and student? If so, please describe.

16.9. Does the solution allow for a Guest log-in? If so, please describe.

16.10. Describe the steps involved in creating user accounts, creating and editing group permissions, and deactivating, deleting, or archiving user accounts?

16.11. Is there a maximum number of user created administrative user account accesses? Licenses? If so, please describe.

16.12. Describe the provided levels of user permission or access. Is there a maximum numbers of total users or licenses for the solution or maximum numbers of users in any individual user group or access level? Can custom user groups or access levels with unlimited numbers of users be created by the University? Is there a “copy” function that allows a set of permissions associated with a canned or custom user group to be copied and applied to a new user group?

16.13. How many users can be associated with the license, or purchase, of this solution? Are separate licenses required for the test and live environments or does purchase of this solution grant user access to both environments throughout the length of the contract?

16.14. Is there are limited number of users who can access the solution at a given time? If so, please describe.

16.15. Describe the mobile application and mobile and tablet device platforms capabilities of the solution.

16.16. What browsers can or cannot be used with this solution?

16.17. Describe the solutions use and/or potential use of floor plans for self-assignment.

16.18. Describe the solutions ability to accept and store pdf and other document formats to student records.

16.19. How configurable are the System Error Messages and Validation Error Messages?
16.20. Describe the availability of your live technical support and is that person assigned to our account or a member of a technical support team managing multiple accounts? Also, describe on-going or refresher training, help, and troubleshooting documentation and its availability?

16.21. Describe the required and recommended server set-ups.

16.22. Describe the conversion and migration plans.

16.23. Describe how the University’s e-mail system would be incorporated with your system’s operation.

16.24. Describe the data back-up processes.

16.25. Back end table / field / view set-up between offeror’s solution and Colleague and the University, with special emphasis on understanding which programming languages are utilized by the solution.

16.26. Describe the import and export of data.

16.26.3. Housing Charges (Housing fees, pre-payments, housing costs, damage billing, etc.)
16.26.5. What happens to import/export records if fields are left blank (does it skip the record, does the import/export fail? 
16.26.6. How does the solution handle translations?

16.27. User defined fields. How many? How configurable? Are user defined fields limited by preformatting or are all open or definable formatting? In each user screen or in a separate screen?

17.0. Describe the solutions functionality with regards to Technical and specifically include responses to the following:

17.1. Provide a detailed diagram of the typical architecture/technical environment required for system. List all protocols and ports used for communications and indicate which components are clients and which are servers and whether the communications are fully, partially, or not all encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third party dependent integration points and data paths including any web content included from or sent to outside parties.

17.2. Describe the toolset from which your application is derived.

17.3. Describe hardware and software requirements for proposed system(s) along with any sizing assumptions made to arrive at those requirements.

17.4. Describe supported server hardware platforms. Describe support for the following operating systems: UNIX, Linux, and Windows.

17.5. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.

17.6. Describe how scalability is accomplished as the criticality of the system(s) and number of users increases.

17.7. Describe the system capabilities and options for the backup and restoration of the database.

17.8. Describe the average client response time for all the various functions of the proposed system.

17.9. Describe services not available during scheduled backups.

17.10. Describe the staffing required by the University to support the system including performing backups, installing new releases, creating reports, etc.
17.11. Describe any standard and proprietary API's, integration / connection resources, and development languages and tools that extend your toolset.

17.12. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.

17.13. Describe any aspects of your application that do not support the Macintosh. Describe any changes to default browser or client security settings. Describe any functionality loss, installation problems, upgrade problems, or other difficulties if client applications are run using a regular user account.

17.14. Describe requirements for application servers. Describe specific platform recommendations or requirements for certified configuration (e.g. Oracle Application Server, WebLogic, and Apache Tomcat) include either specific application server version or required J2EE version.

17.15. Describe support for web servers (i.e. Apache, Weblogic and WebSphere).

17.16. Describe the supported database platforms and include any information on additional features required of the DBMS needed to support the functionality of your system as proposed.

17.17. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.

17.18. Describe support for real-time access to data through some other method (e.g. on-the-fly access to database through ODBC, ADO, JDBC, LDAP, SAML 2.0, etc. allowing dynamic web content and applications).

17.19. Describe support for integration with the University’s existing systems listed in the background statement including pricing, availability of API’s, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.

17.20. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.

17.21. Describe the ability for your product to create consumable web standards based content(such as RSS feeds, hcard, ical, and other microformat specifications) and the ability to pull XML based content from your system and any API's supporting the delivery of such data/content.

17.22. Describe storage including file formats.

17.23. Describe technical reporting capabilities. Include the handling of application, operational, content, access, and storage metrics and the method for obtaining them (e.g. command line tools, SNMP, and GUI.)

18.0. Describe the solutions functionality with regards to Security and specifically include responses to the following:

18.1. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services.

18.2. Describe use of LDAP(S) for authentication and/or authorization. List the LDAP(S) servers integrated with product(s). Describe integration and support with LDAP(S) user database for authentication (Netware 6.5/eDir 8.8/Active Directory/OID) and authorization using attributes/group memberships. Describe handling access to licensed content where access must be restricted. The system must be able to authenticate using the SAML 2.0 method if solution is hosted.

18.3. Describe handling of matching on attributes for authentication and authorization.

18.4. Describe the method(s) and granularity of authorization of access to data and services (e.g. individual local accounts, unix groups, LDAP groups, Active Directory accounts)
18.5. Describe how and where any sensitive data, including authentication information, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.

18.6. Describe auditing and logging capabilities and data. Include the information recorded with each event. For example:
   18.6.1. Successful and failed authentication or bind
   18.6.2. Successful and failed access authorization
   18.6.3. Successful and failed policy change

18.7. Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability? Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.

18.8. Describe enterprise audit capabilities.

18.9. List the events and logs that can be sent to an external syslog server.

18.10. List the events and logs that cannot be sent to a syslog server.

18.11. Provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS and PADSS requirements if applicable.

19.0. Describe the solutions functionality with regards to **Hosted Applications** and specifically include responses to the following:

19.1. The University occasionally explores opportunities for choosing hosted solutions external to the University. If hosting is an option for this project, please complete the following section. If hosting is not an option, please indicate that.

19.2. Describe how applications are secured inside your firewall.

19.3. Describe your approach to applications and how they’re hosted on servers. (Will the University’s application(s) reside on dedicated servers?) Describe the different levels of security for different application layers.

19.4. Describe the network layer security you provide.

19.5. Describe your methodology for handing patches and software updates.

19.6. Describe your approach to screening employees and the level of experience preferred.

19.7. Describe how you track attacks. Describe your approach to informing the University about attacks.

19.8. Describe the audit and security infrastructure testing process you utilize and the frequency of those audits/tests.

19.9. Describe your approach to security reviews during each phase of the software development lifecycle.

19.10. Describe your vulnerability response process and patch release strategy.

19.11. Describe how you monitor attack trends in the underground community and consider how those trends affect your software.

19.12. Describe your data center security. Describe what measures are in place to prevent employees from viewing data they are not authorized to see or outsiders from hacking into the system.

19.13. Describe your approach to data ownership for customer data that resides in your data center.
19.14. Describe rights around moving and copying data as well as services you offer to support this type of effort. Describe any exit strategies you offer.

19.15. Describe your approach to backups and disaster recovery.

20.0. Describe the solutions functionality with regards to Privacy and specifically include responses to the following:

20.1. Provide your privacy statement.

20.2. Identify the type/specific information being collected (User Date – Anonymous or Personally Identifiable).

20.3. Specify who collects the information.

20.4. Specify why the information is collected.

20.5. Describe how the information is collected (explicitly, via Cookies, via Web Bugs, etc…).

20.6. Describe how the information is used.

20.7. Specify how long the information is retained.

20.8. Describe how the information is stored and kept.

20.9. Describe how the information is secured.

20.10. Specify the transaction information collected/maintained

20.11. Specify whether you share the information with another party. If information is shared with another party, then respond to Items 20.11.1. through 20.11.8. below relative to this information.

20.11.1. Identify the type/specific information being collected (User Date – Anonymous or Personally Identifiable).

20.11.2. Specify who collects the information.

20.11.3. Specify why the information is collected.

20.11.4. Describe how the information is collected (explicitly, via Cookies, via Web Bugs, etc…).

20.11.5. Describe how the information is used.

20.11.6. Specify how long the information is retained.

20.11.7. Describe how the information is stored and kept.

20.11.8. Describe how the information is secured.

20.12. Specify whether you collect information on the University or any party related to the University from third parties. Respond to Items 20.12.1. through 20.12.9. below relative to this information.

20.12.1. Identify the type/specific information being collected (User Date – Anonymous or Personally Identifiable).

20.12.2. Specify who collects the information.

20.12.3. Specify why the information is collected.

20.12.4. Describe how the information is collected (explicitly, via Cookies, via Web Bugs, etc…).

20.12.5. Describe how the information is used.

20.12.6. Specify how long the information is retained.

20.12.7. Describe how the information is stored and kept.

20.12.8. Describe how the information is secured.

20.12.9. Specify whether you share the information with another party.

20.12.10. Describe how the system adheres to security standards and policies.

21.0. Describe the solutions functionality with regards to Maintenance and Support and specifically include responses to the following:

21.1. Because consistency and stability of the operating environment and rapid correction of system failures are critical to the University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

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21.2. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.

21.3. Describe capabilities for remote support and indicate what action shall be taken by the University to take advantage of that service.

21.4. Describe maintenance options and whether they vary in cost by time of day, etc.

21.5. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.

21.6. Describe the maintenance services for the first year, and, on the basis of an annually renewable contract, the maintenance services for each of the following four (4) years.

21.7. Describe the procedures for obtaining services for all types of maintenance (e.g., installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.)

21.8. Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.

21.9. Describe the procedures followed in distribution of information to the University pertinent to system problems encountered at other locations along with the solutions to those problems, when such information is relevant to the University's software.

21.10. Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (e.g. Windows, Linux, Java, Oracle, MS Office, Web server). Timely is defined as no later than 30 days from time of vendor release.

21.11. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.

21.12. Describe all responsibilities of both the contractor and the University in the isolation and diagnosis of system failures.


21.14. Can you provide a non-technical Installation & Operations/Users Manuals with graphical step by step approaches and/or detailed user manuals for more complex areas of the system? If so, please explain.

22.0. Describe the solutions functionality with regards to Services and specifically include responses to the following:

22.1. Describe your training options and include a catalog of training offerings and their associated costs. Response should include differentiation between technical staff and end-user training.

22.2. Describe user discussion groups and how they function.

22.3. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Services that could be included are:

22.3.1. Implementation
22.3.2. Development
22.3.3. Project Management
22.3.4. Architecture and Design
22.3.5. Capacity Planning
22.3.6. Installation and Configuration
23.0. Describe the solutions functionality with regards to Residence Life / Student Success Features and specifically include responses to the following:

23.1. Program tracking
23.2. Duty log
23.3. Crisis protocol reporting and check lists
23.4. Student staff selection process: application, on-boarding/training
23.5. Sociograms

QUALIFICATIONS & EXPERIENCES: Submit and explain (as necessary) the requested information listed below.

A. Include a brief history of the offeror’s experience in providing work of similar size and scope.
   1. With regard to size, the offeror should detail their experience with university’s having similar bed inventory capacities and facilities profiles.
   2. With regard to scope, the offeror should detail their experience with implementing and maintaining an integrated solution capable of managing student housing and conference and event management, and electronic payment service.
   3. Include a summary of the offeror’s experience integrating with the following:
      a. Colleague by Ellucian – the University’s student information system including photos
      b. CBord – Access control including building and room access and meal plan management using the university provided CINO Card
      c. SchoolDude – maintenance request and inventory system
      d. Maxient – student conduct and case management system
      e. 25Live – centralized scheduling and event calendar software
      f. t4 – content management system deployed for webpage management
      g. OnBase by Hyland and ImageNow by Perceptive Software document management systems

B. Provide a detailed narrative statement listing the three most recent comparable which you have performed and the general history and experience of your organization. Include information regarding university enrollment, housing inventory capacity, and student information system.

C. Offeror must submit the credentials and experience of offeror’s personnel working on this project including the names, resumes, and areas of responsibility during the project.

D. Company profile:
   i. Brief narrative on company
   ii. Total number of employees
   iii. How long in business (Submit date organized)
   iv. The location of your company’s headquarters and location of office that would serve this contract (if locations differ).

BUSINESS PROPOSAL
See Section VIII. PRICE-BUSINESS PROPOSAL

MINORITY PARTICIPATION (JAN 2006)
Is the bidder a South Carolina Certified Minority Business? [ ] Yes [ ] No

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

If so, please list the certifying governmental entity: _________________________

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

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

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

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

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

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

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

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

SUBMITTING REDACTED OFFERS (FEB 2007)
You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JAN 2006)
To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be
grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

**SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)**

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, 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 state may evaluate your proposed subcontractors. [05-5030-1]

**QUALIFICATIONS – REQUIRED INFORMATION**

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor’s portion of the work exceeds 10% of your price (if in doubt, provide the information).

A. Provide your most current financial statement, financial statements for the last two fiscal years, and information reflecting your current financial position. If you have audited financial states meeting these requirements you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]

B. A list of every business for which offeror has performed, at any time during the past three years, services substantially similar to those sought with this solicitation. Err on the size of inclusion.

C. List of failed projects, suspensions, debarments, and significant litigation.

D. Provide the following information from a minimum of three references that are similar size and scope as described in this solicitation. At a minimum include for each reference the following:

1. Client name
2. Client address
3. Contact name
4. Telephone number
5. Email address
6. Brief summary of services provided

E. Provide a copy of your company’s Certificate of Authorization issued by the South Carolina Secretary of State if your company is not incorporated in the State of South Carolina.

**VI. AWARD CRITERIA**

**AWARD CRITERIA -- PROPOSALS (JAN 2006)**

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

**AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror. [06-6040-1]

**COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

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

**EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Two sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not include the demonstration of product capability. Each Offeror required to provide a demonstration of product technical capability will be evaluated against the Phase II set of criteria indicated below. The
Phase II—Demonstration of Product Technical Capability includes the demonstration only.

<table>
<thead>
<tr>
<th>Item</th>
<th>PHASE I</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>1. Proposed Solution (Technical Proposal) - The completeness and suitability of the Offeror’s proposed technical solution to meet or exceed the needs of this RFP including a clear functional and technical capability to fulfill of aspects of the technical requirements in section three of this RFP.</td>
<td>45 Points</td>
<td></td>
</tr>
<tr>
<td>2. Qualifications - The Offeror’s experience must provide evidence of its depth and breadth of experience, and evidence of its successful past performance with projects of similar size and scope.</td>
<td>30 Points</td>
<td></td>
</tr>
<tr>
<td>3. Business Proposal – A thorough and detailed presentation of all costs to be incurred by the University during the implementation and useful life of the proposed solution, including the university’s total cost of ownership, proposed implementation schedule time requirements, and the offeror’s ability to provide training and support. The pricing identified on the proposal schedule and submitted online will be for “software application”; annual maintenance for up to a total of five years; services to include, but not limited to, installation, implementation, and training. The total price for these items will be used to evaluate the business proposal.</td>
<td>25 Points</td>
<td></td>
</tr>
<tr>
<td>Total Potential for Phase I</td>
<td>100 Points</td>
<td></td>
</tr>
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<table>
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<tr>
<th>Item</th>
<th>PHASE II</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1. Demonstration – The completeness, quality and suitability of the Offeror’s demonstration to show the ease, flexibility, functionality, technical and performance needs of the RFP as addressed in Offeror’s written response. <strong>It must incorporate clarity of design that facilitates effectiveness, efficiency and satisfaction as well as promotes quick access for users.</strong></td>
<td>25 Points</td>
<td></td>
</tr>
<tr>
<td>Total Potential for Phase II</td>
<td>25 Points</td>
<td></td>
</tr>
<tr>
<td>Total Potential for Phase I and II</td>
<td>125 Points</td>
<td></td>
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</table>

**Demonstration – Phase II**
After the evaluation of the Phase I criterion, the criteria scores will be totaled and ranked. All responsive Offerors with a mathematical possibility of being the highest ranked Offeror after the Phase I evaluation, with the allowable demonstration criteria points being considered, will be required to provide a demonstration of their proposed solution and will be evaluated in Phase II. The scores from Phase I and II will be added to determine the highest ranked, responsive Offeror. If only one (1) Offeror is required to demonstrate, the demonstration will be evaluated based upon a pass/fail assessment.

**Note:** The proposed solution must feature ease of use and learnability.

**VII. TERMS AND CONDITIONS -- A. GENERAL**

**ASSIGNMENT (JAN 2006)**
No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

**BANKRUPTCY (JAN 2006)**
(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 five (5) 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. [07-7A005-1]
CHOICE-OF-LAW (JAN 2006)
The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)
(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. 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. [07-7A015-1]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)
(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day [07-7A020-1].

DISPUTES (JAN 2006)
(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)
Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006)
According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)
Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NON-INDEMNIFICATION (JAN 2006)
Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

NOTICE (JAN 2006)
(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

PAYMENT and INTEREST (MAY 2011)
(a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, 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. (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. [07-7A055-2]

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]

SETOFF (JAN 2006)
The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any money due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)
The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]
TAXES (JAN 2006)
Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

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

THIRD PARTY BENEFICIARY (JAN 2006)
This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

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

CHANGES (JAN 2006)
(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
(b) method of shipment or packing;
(c) place of delivery;
(d) description of services to be performed;
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH LAWS (JAN 2006)
During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT LIMITATIONS (JAN 2006)
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 LIABILITY INSURANCE (MAR 2013)
(a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
(b) 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.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) 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.

(e) 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.

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

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

(h) 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.

CONTRACTOR PERSONNEL (JAN 2006)
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)
The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT (JAN 2006)
(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to
perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ILLEGAL IMMIGRATION (NOV. 2008)
(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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

**INFORMATION SECURITY**

(a) **Definitions.** 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.

*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. This includes copying the data through covert network channels or the copying of data to unauthorized media.

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

*Government information* means information provided by or generated for the State, including any public entity involved in this overall transaction (other than public information).

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes, without limitation, security information, personally identifiable information, and protected health information.

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

*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, 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.

*Public information* means any information, regardless of form or format, that the State discloses, disseminates, or makes available to the public.

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

*Security information* means a subset of information that describes the components (hardware, software, firmware and middleware), configuration, or governance of any of the State’s information systems that are intended to prevent or reduce security vulnerabilities; and any security information that identifies vulnerabilities in any of the State’s information systems.

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

(b) **Safeguarding requirements and procedures.** The Contractor shall apply the following basic safeguarding requirements to protect government information which resides on or transits through its information systems 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. Information provided by or generated for the State or any Using Governmental Unit (other than public 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_rev1.pdf.

6. **Intrusion protection.** Provide at a minimum the following protections against computer intrusions and data 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, servicepacks, 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.

(c) **Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts under this contract that may involve government information residing in or transiting through the subcontractor’s information system.

(d) **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 SECURITY – DATA LOCATION**

Contractor is prohibited from accessing, processing, transmitting, or storing government information, as defined herein, outside the continental United States. This obligation is a material requirement of this contract.

**INFORMATION USE AND DISCLOSURE**

Ordering Entity and/or its employees should not be required unnecessarily to share information with the Contractor. The information provided by the State to the Contractor should be used only to the extent necessary to provide the services; accordingly, this clause addresses basic requirements for the Contractor’s use and disclosure of government information, including information provided by or obtained from the Ordering Entity and/or its employees.

(a) **Definitions.** As used in this section:

- **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. This 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.

- **Government information** means (1) information provided by or generated for the using governmental unit, or (2) acquired or accessed by Contractor as a result of performing the work. Without limiting the foregoing, government information includes (i) any information that Contractor acquires or accesses by software or web-based services, and (ii) any metadata or location information. 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.

- **Public information** means any information, regardless of form or format, that the using governmental unit intentionally discloses, disseminates, or makes available to the public.

- **Software** means any computer program acquired, accessed, or used by the government 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, (2) information acquired by Contractor prior to contract formation, (3) information incidental to 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 government or a third party pursuant to or as a result of this contract.

(b) **Legal mandates.** Notwithstanding anything to the contrary, Contractor shall be permitted to use, disclose, or retain government information but only to the limited extent necessary to comply with any requirement imposed by law, rule, regulation, or direction of law enforcement. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with either a law or direction of law enforcement, 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 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 limitations and restrictions of this clause on, any other person or entity that contractor authorizes to take action related to government information. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts under this contract that may involve 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) disclose government information to persons having a need-to-know (e.g., subcontractors); and (ii) use (including access, process, transmit, and store) and maintain the government information itself. Before
disciplined government information to a subcontractor or third party, Contractor shall give the using governmental unit.

detailed written notice regarding 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.

(i) Return. Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor
agrees to promptly return all government information in its possession to using governmental unit 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, Contractor shall comply
with its own privacy policies and written privacy statements relevant to the Work. Without limiting any other legal or
contractual obligations, Contractor shall comply with (1) all laws applicable to Contractor regarding government
information, and (2) all laws and standards identified in the clause entitled Information Use and Disclosure – Standards.

(h) Safeguarding Information. Without limiting any other legal or contractual obligations, Contractor agrees to 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. Upon request by using governmental unit, Contractor shall confirm Contractor's compliance with this
section in writing signed by Contractor's most senior executive responsible for information technology security.

(i) Actions Following Disclosure. Immediately upon learning of a compromise or improper use of government information
(hereinafter "discovery"), 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 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. If a compromise or improper use is caused in whole or in part by the act or omission of
Contractor, its employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for
whose acts Contractor may be liable, that is not in accordance with the terms of this contract or applicable law, Contractor
shall: (1) provide any legally required notification to third parties affected by a compromise if legally required to be
provided to such parties by Contractor, and if not (e.g., if required of using governmental unit), Contractor shall reimburse
using governmental unit for the cost of providing such notifications; (2) pay costs and expenses for credit monitoring
services for any such affected individuals receiving notice where credit monitoring is appropriate given the circumstances
of the incident and the nature of the information compromised; and (3) pay any related fines or penalties imposed on the
using governmental unit by a government authority.

(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 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.

INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification,
defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their
respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages,
settlement payments, attorneys' fees (including internal counsel), costs, expenses, losses or liabilities attributable thereto) by
any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such
claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as
(i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon
State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall
be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the
subject of a claim of infringement or violation of an IP right. Contractor shall, without in any way limiting the foregoing,
and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or
modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely
affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require
that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps
necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to
a claim to the extent that the claim is caused by Contractor's compliance with specifications furnished by the State unless
Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by
Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to
develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this
paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other
proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)"
means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.
(e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B105-1]

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]

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

OFFSHORE CONTRACTING
No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

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 ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)
Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov. [07-7B170-1]

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
TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts or 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 and claims arising out of the termination of subcontracts and orders connected with the terminated work. 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.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve the property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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

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

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

(i) contract prices for supplies or services accepted under the contract;
(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to
Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.
[07-7B265-1]
VIII. PRICE-BUSINESS PROPOSAL

BUSINESS PROPOSAL (JAN 2006)

1. Total Cost of Ownership - The proposal should include the all costs of the solution implementation, annual maintenance and the cost of scoping or assessing the integration of the applications as listed herein. This information will be used in the evaluation process. Please provide a detailed accounting for all fees associated with the solicitation requirements. Minimally, please include the following:

   • Include your pricing structure if it is tiered based on functionality, number of properties, number of beds, etc.

   • Quote your per hour rates for work that would be required to implement the integration with associated applications such as CBORD, legacy student system, legacy bursar system, Ellucian, etc. If different skillsets require different rates, please include all that apply.

   NOTE: Offeror should submit an itemize listing of all other hourly cost as well as other miscellaneous costs charged. These costs will not be used in the evaluation score. Please attach itemized cost listing to this document.
IX. ATTACHMENTS TO SOLICITATION

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:
[http://www.sctax.org/Forms+and+Instructions/withholding/default.htm](http://www.sctax.org/Forms+and+Instructions/withholding/default.htm) [09-9005-1]