



# State of South Carolina

## Request for Proposal

Solicitation Number:  
Date Issued:  
Procurement Officer:  
Phone:  
E-Mail Address:

5400004871  
09/26/2012  
Ron Conner  
803-896-0284  
[Ron.Conner@itmo.sc.gov](mailto:Ron.Conner@itmo.sc.gov)

**DESCRIPTION: STC - Electronic Transcript Services****USING GOVERNMENTAL UNIT: Statewide Term Contract**

*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>

SUBMIT OFFER BY (Opening Date/Time): **11/1/2012 14:30:00 est.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/10/2012 12:00:00 est.** (See "Questions From Offerors" provision)

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

CONFERENCE TYPE: <b>Not Applicable</b> DATE & TIME:  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: <b>Not Applicable</b>
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AWARD & AMENDMENTS	Award will be posted on <b>12/19/2012</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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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 be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)	
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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 <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
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)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	<p>Area Code - Number - Extension      Facsimile</p> <p>E- mail Address</p>

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<p><input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)</p>	<p><input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)</p>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
<b>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):</b> 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 <a href="http://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a> . <b>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.</b> [11-35-1524(E)(4)&(6)] <b>NOT APPLICABLE</b>				
<b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:</b> 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)). <b>NOT APPLICABLE</b>				
<p><input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address (check only one)</p>				

**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>

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**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, the Offeror **must** submit the following:

1. In accordance with clause titled “Submitting Redacted Offers (Feb 2007) located in Section IV of this RFP, one (1) redacted copy of both technical and business proposal;
2. **8** individual copies of your Technical Proposal on a CD/DVD identical to that submitted on line;
3. **1** individual copies of your Business Proposal on a CD/DVD identical to that submitted on line.

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 (ITMO)  
Attention: Solicitation Number 5400004871  
Ron Conner  
1201 Main Street, Suite 601  
Columbia, SC 29201

## Offeror Verification of Submitted Responses

After submitting an online response to a solicitation, Offeror may validate their submission with the following steps:

1. Go back to the initial screen
2. Select Start by clicking the Start button'
3. Bid Submitted will appear in the Bid Status Column as seen below

### Process Bids

Find Bid Invitations and Auctions

Number of Document	Name	Status	Processed by Me
<input type="text"/>	<input type="text"/>	<input type="button" value="▼"/>	<input type="button" value="▼"/>

[Start](#) [Extended Search](#)

Tip: Choose a symbol in the navigation column or navigate to the bid overview by choosing the bid number

Search Result: 32 Hits

Number	Name	Trans. Type	Start Date	End Date	Bid Status	Action
<a href="#">5400000603</a>	Testing follow-on documents	Invitation For Bid		06/26/2008 16:00:00	Follow-on Document Created	  
<a href="#">5400000602</a>	Printers	Invitation For Bid		06/27/2008 17:00:00	Bid submitted	  

You may want to print this page for your records.

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## **I. SCOPE OF SOLICITATION**

The Information Technology Management Office (ITMO) is requesting proposals for a statewide term contract to provide an electronic transcript solution for use by all post secondary education institutions.

### **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: **01/03/2013** End date: **01/02/2018**. 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.

[02-2A003-1]

### **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](http://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/codereg/statmast.php> [02-2A040-1]

## **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 it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://scemd.org/index.php/department/response/severe-winter-weather> [02-2A120-1]

## **SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)**

(An overview is available at [www.procurement.sc.gov](http://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 Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

## **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](http://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)**

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. [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]

### **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(I)] 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 -- PRICES NOT DIVULGED (JAN 2006)**

In competitive sealed proposals, prices will not be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(c) (1)] [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**

#### **Background**

The Information Technology Management Office is requesting proposals from vendors to provide an electronic transcript solution for a state term contract. Enrolled students and alumni, at most South Carolina higher education institutions, have an expectation that they can request their transcript at any time and receive it electronically or request to have the transcript electronically forwarded to other higher education institutions. This has not been the case traditionally at most post-secondary education institutions across the state. Currently, at many South Carolina institutions, in order to request a transcript, students and alumni must physically enter the registrar's office at an institution, fax in a request, or mail in a transcript request to the registrar's office. This process is not convenient for students or alumni and significantly adds to an increasing workload in the registrar's office. The State is looking for a solution that can process transcript requests, take payment, and deliver the transcript electronically or in paper format to the recipient(s) chosen by the enrolled student or alumnus.

#### **I. Minimal Requirements:**

##### **A. Solution Architecture**

1. The proposed solution must be web-based and vendor hosted.
2. The vendor's solution must not require the purchase of dedicated servers or additional software to satisfy the installation and ongoing maintenance of the electronic transcript solution.\*
3. The Offeror's solution must be compliant with accessibility standards for electronic and information technology under [Section 508 of the Rehabilitation Act](#), as amended.
4. Payment processors for the vendor solution must be Payment Card Industry (PCI) compliant.

*\*This does not include additional hardware or upgrades to existing hardware that may be needed at the institution to support the integration to the electronic transcript solution.*

##### **B. User Authentication**

1. The solution must provide a way to authenticate enrolled students, former students, as well as registrars and transcript administrators at each institution.
2. The solution must provide a way to pass authentication to an institution's student portal and to the institution's student information system (SIS), if required by the institution (LDAP authentication).

##### **C. Document Compliance**

1. All transcripts sent and received must be FERPA compliant.
2. All transcript sending and receiving transactions (i.e. student extract file, transcripts, etc.) must be encrypted.
3. All transcripts must be decrypted after the transcript has been retrieved by the intended recipient.

##### **D. Output Formats**

1. Output methods required to support the electronic transcript solution must include at a minimum
  - a) Secure PDF (using the Adobe Secure Blue Ribbon Banner or equivalent)
  - b) PESC XML

##### **E. Delivery Options**

The proposed solution must provide the ability to deliver transcripts in-state and globally in the following formats:

- a) Secure download (Automated SFTP/WSDL or equivalent)
- b) USPS and overnight delivery (or equivalent for international delivery)

##### **F. Institution Customization**

1. The solution must allow document branding at no cost.

2. Branding must include the institution's logo on all primary screens for the student request process as well as the transcript delivery process.
3. Branding must include the institutional logo on the transcript as well as an institutional watermark if the institution so requests.
4. The awarded vendor will not charge for configuration option changes.

**G. Student Transcript Request Process**

1. The transcript request function must provide a transcript request portal for a currently or formerly enrolled student to request an institution to either send the transcript directly to the student or to send the transcript on to other institutions.
2. The student must be allowed to use a credit or debit card to process their transcript request.
3. All credit card processing must be built into the electronic transcript solution and the vendor must specify their credit/debit card processing partner(s).
4. The awardee will not hold the institution or the State of South Carolina, South Carolina Commission on Higher Education or any associated agencies or institutions responsible for any issues, collections or litigations that arise due to credit/debit card fraud or card default on the part of the student.

**H. Student Transcript Receipt**

1. The receipt to the student must show the detail associated with all fees and charges.

**I. Notification Process**

1. Email notification regarding the status of the transcript must be sent to the student and the delivering/receiving institutions throughout the transcript process.

**J. Reports**

1. Standard reports and audit trails must be available with the proposed solution.

**K. Value Added Services**

1. Offerors are encouraged to include any information or technical capabilities not required. This area will not be evaluated for scoring purposes.

**L. Acceptance**

1. Each institution and the awardee will define their acceptance criteria prior to the commencement of the implemented solution.

## **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]

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)**

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

#### **TECHNICAL PROPOSAL**

##### **All information should be presented in the order listed below.**

The proposals shall be organized in the order specified in this RFP. A proposal that is not organized in this manner risks elimination from consideration if the State is unable to find where the RFP requirements are specifically addressed. Failure to provide information required by this RFP may result in rejection of the proposal.

The Offeror **must** submit a detailed technical explanation of the proposed solution to include, but not limited to:

#### **I. Evaluation Requirements:**

##### **A. Solution Architecture**

1. The Offeror must validate compatibility of the proposed solution with the following:
  - a) Internet Explorer, Safari, Firefox and Chrome web browsers and the web browser versions supported;
  - b) Apple (MAC, iPhone, iPad), Microsoft (PC) and Android products;
  - c) Windows operating system and indicate the versions supported; and
  - d) Microsoft products: Excel, PowerPoint and Word, as reports and screens are downloaded.
2. If any incompatibility exists, please describe the steps you will take to make your solution compatible.

##### **B. System and Data Security**

1. The Offeror must describe:
  - a) the server environment that will support the proposed solution and must provide a diagram that shows evidence of system redundancy to ensure failover capacity, secure server and network environment, internet security. (i.e. standards such as ISO27001, ISO27002, ISO15408 and RSC2196).
  - b) how the following system and data security processes will be accomplished for:
    - (1) Processing payment for the transcript request;
    - (2) Registrar's office accessing and processing request resends or internal requests at no cost;
    - (3) Process for holding transcripts until grades or degree is posted;
    - (4) Securing transcript data during transmission and preventing unauthorized online viewing, printing, or modification of protected and confidential information; and
  - c) how the proposed solution monitors overall system usage (number of transcripts transmitted per institution, etc.);
  - d) how the proposed solution will handle multiple student records requests appearing at a single institution for records from multiple institutions;

- e) the features built into the system to maintain control by the sending institution of its student records;
- f) how the proposed solution checks for duplicate records and must describe how duplicate records are reported through the proposed solution;
- g) how the proposed solution responds when transaction limits or file limitations are reached. The proposal will explain the type of notification that is sent to the sending or receiving institution to alert them that certain limitations have been reached in the system; and
- h) the application development and coding business practices, tools and techniques employed to ensure quality and security of the code associated with the proposed solution.

2. The Offeror must validate whether the transcript data is stored (once processing of the transcript is complete) in a vendor specific database:
  - a) that is accessible by the vendor or participating third-parties; and
  - b) is used for additional reporting.
3. The Offeror must describe their data deletion/purge process and retention policy and whether the timing for deletion/purge is customizable.

#### **C. Integration**

1. The Offeror must describe their approach for integrating data from the electronic transcript to the student information system (SIS) at the receiving institutions and show evidence of where their integrated solution has been implemented (naming the state and institution) for the student information systems listed below:
  - a) Required Student Information System Integration:
    - (1) SunGuard Banner (now Ellucian)
    - (2) Datatel College (now Ellucian)
  - b) Optional Student Information System Integration:
    - (1) PeopleSoft
    - (2) PowerCAMPUS (Ellucian)
    - (3) Jenzabar
    - (4) Homegrown Solutions
2. The Offeror must describe how the integration solution connectors, or APIs, developed for the proposed solution are able to connect with and pass data to and pull transcript data from the following student information systems:
  - a) Required Student Information System Integration:
    - (1) SunGuard Banner (now Ellucian)
    - (2) Datatel College (now Ellucian)
  - b) Optional Student Information System Integration:
    - (1) PeopleSoft
    - (2) PowerCAMPUS (Ellucian)
    - (3) Jenzabar
    - (4) Homegrown Solutions
3. The Offeror must describe how the integration solution connectors, or APIs, developed for the proposed solution are able to connect and pass data to the institution's student portal and list the portals which you support.

#### **D. Development Plans**

1. The Offeror must describe their process for:
  - a) determining enhancements and new development;
  - b) releasing system enhancements and a release schedule; and
  - c) distributing release notes to the institutions.
2. The Offeror must provide a planned list of enhancements and/or future releases, with proposed dates for each

**E. Implementation Process**

1. Related to implementation of the proposed solution, the Offeror must describe:
  - a) the staffing planned for the installation and deployment of the proposed solution with the level of effort typically required by Offeror, third-party partner, and institution to install, configure and integrate the proposed solution; and estimated for an institution that implements both receiving and delivering functions as well as integration to an Ellucian student information system;
  - b) the certification of personnel assigned to this project;
  - c) the project plan development tool that will be used to develop each institution's implementation schedule and project (along with a sample project plan that will be used as an example for each institution and is based on an institution that implements both receiving and delivering functions as well as integration to an Ellucian student information system);
  - d) the software development methodology utilized to support the project;
  - e) the process planned for reporting, communicating and managing project progress

**F. Support and Service Level Agreements (SLAs)**

1. The Offeror must describe:
  - a) the hours of operation for phone and on-line support;
  - b) their scheduled downtimes;
  - c) their disaster recovery plan;
  - d) the service level agreements in place to show how issues will be addressed based on priority;
  - e) the type of system performance that can be expected; and
  - f) other SLAs developed to support the proposed solution.

**G. Student Transcript Request and Processing the Request**

1. The Offeror must validate the functionality and describe the process for:
  - a) a student to select the destination institution(s) for their transcript request;
  - b) selecting multiple destination institutions for a transcript request;
  - c) capturing a digital signature from the student both for the consent form and for the transcript request. If a digital signature is not used, the Offeror must describe the alternate method used to ensure the credibility and authenticity of the student;
  - d) how a student attaches other documents that the student wishes to be added to the transcript;
  - e) providing a notice of liability for student personally identifiable information (PII) and FERPA when additional documents are requested;
  - f) activating the additional document feature;
  - g) making changes to transcript charges and fees;
  - h) where date and time stamps appear on documents associated with the transcript requesting, sending and receiving functions to ensure full audit capabilities exist within the proposed solution;
  - i) how an institution processes transcript requests individually or in batch;
  - j) how the registrar views detail student information when processing the transcript request;
  - k) handling a transcript request when the student account has been placed on hold, detailing whether the request is allowed and if so, what takes place with request charges;
  - l) whether reason codes can be associated with a transcript that has been placed on hold;
  - m) informing a registrar if the student account is on hold and what happens once the hold has been lifted;
  - n) how an institution selects multiple final destinations for one transcript request;

- o) how an administrator at the institution is able to receive transcripts individually or in batch.

## **H. Institution Delivery Process**

1. The Offeror must describe:
  - a) how entities other than institutions such as Employers, State Agencies, and Educational Organizations can be selected as final destinations for a transcript request and whether or not this capability is at the discretion of the institution;
  - b) how an institution is able to select multiple destinations for a single transcript request;
  - c) how the sending/delivering institution is authenticated on the transcript request;
  - d) how the proposed solution allows the institution to attach other documents that the institution is passing on to the destination institution per the student's request;
  - e) whether the institution is allowed to select those document types from a drop-down box and whether or not a notice of liability for student personally identifiable information (PII) and FERPA will be posted on the screen where additional documents are requested;
  - f) how transcript requests and transcript deliveries can be aborted per institution or at the request of the student;
  - g) how an institution's specific transcript format can be supported (institution specific layout, headings, data elements, etc.);
  - h) where the transcript is saved once the transcript has been created and processed;
  - i) whether the proposed solution allows retrieval of a completed transcript for viewing at a later date and for easier processing the next time the student submits a request; and
  - j) how an institution is able to add specific messages to the transcript request screen such as the dates the institution will be closed for the holidays, etc.

## **I. Notification Process**

1. The Offeror must describe:
  - a) how the email notification process can be deactivated and replaced by a batch notification process by institution;
  - b) all options associated with other transmission notification processes and configuration options (SMS, etc.).

## **J. Reports**

1. The Offeror must provide examples of standard reports and audit trails. Examples are to include but not be limited to the list below and are to identify how the data is sorted (i.e. by institution, student type, etc.):
  - a) A list of transcripts that have successfully transmitted to a receiving institution;
  - b) A list of transcripts that were requested but did not successfully transmit;
  - c) A list of transcripts that the institution has charged for;
  - d) A list of transcripts sent to multiple institutions;
  - e) A list of transcripts where miss-matches have occurred (with the on-line capability to resolve the matches);
  - f) A list of transcripts that failed due to incomplete data, errors or corrupted data;
  - g) A fee reconciliation report;
  - h) Transmission histories including dates and times when events occurred;
  - i) Fee maintenance report; and
  - j) System configuration changes audit trail.
2. The Offeror must validate that all reports are sub-totaled.
3. The Offeror must describe:
  - a) the frequency, or frequency options, for producing each report;
  - b) how the reports will be provided to each institution (printable, sent to each institution from the host system, developed through queries, able to download to Excel, etc.).

**K. Training**

1. The Offeror must describe:
  - a) the type of training available for specific audiences (student, registrar, application administrator, functional users, etc.);
  - b) whether the training documentation is available on-line, hardcopy or both; and
  - c) how and where training will be provided for each institution.

**L. Documentation**

1. The Offeror must validate whether the proposed solution includes:
  - a) online documentation relative to hover-overs;
  - b) online help;
  - c) action bar drop-downs; and
  - d) or other system help features.

**M. Proposal and Solution Documentation**

1. The vendor proposal must provide the following documentation:
  - a) flowcharts and explanations for each process associated with the electronic transcript solution (set-up, request, payment, receiving, delivery, payment reconciliation, reporting and notification and monitoring);
  - b) all steps for managing and maintaining configurable parameters and data sets;
  - c) data definitions, data formats and change management requests;
  - d) definitions and diagram of the vendor's server; and
  - e) information and steps for printing transcript style sheets, reports and audit trails.

**BUSINESS PROPOSAL (Separate document and/or attachment)**

As a separate document, Offeror must list all anticipated costs associated with their proposed solution for the total potential term of the contract. Itemized costs should include, but are not limited to: per transcript including all delivery options, funds transfer to institution, customer/technical support, implementation/installation, and all other applicable costs.

For evaluation purposes, please submit the total cost to request and process a single transcript electronically separately from the other itemized costs.

[04-4005-1]

**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.govoep.state.sc.us/osmba/>  
[04-4015-1]

### **OFFSHORE CONTRACTING (JAN 2006)**

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

(a) What type of work is being contracted offshore? \_\_\_\_\_

(b) What percentage (%) of the total work is being contracted offshore? \_\_\_\_\_

(c) What percentage (%) of the total value of the contract is being contracted offshore?  
\_\_\_\_\_

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.  
[04-4020-1]

### **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 ever 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]

### **QUALIFICATIONS -- REQUIRED INFORMATION (JAN 2006)**

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. Include a brief history of the offeror's experience in providing work of similar size and scope.
- B. Your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]
- C. A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization and references.
- D. A list of every business for which offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.
- E. List of failed projects, suspensions, debarments, and significant litigation.
- F. List the development resources in place to maintain and enhance the electronic transcript solution.
- G. A business plan that shows how the offeror plans to recruit and retain sufficiently qualified people to maintain necessary performance levels in the event resources are no longer available within the company.

[05-5015-1]

### **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 (procurement, development, installation, implementation or on-going support). 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. The proposal will also document the process for the Offeror to report, communicate and manage third-party companies throughout the project (this includes sub-contractors and outsourcing entities.)

[05-5030-1]

## **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.

Technical Proposal (40 points) - The degree, completeness and suitability of the Offeror's proposed solutions to meet or exceed the technical and functional requirements.

Business Proposal (30 points) – The total cost to request and process a single transcript electronically.

Qualifications (30 points) – References, experience, financial statements, and evidence of ability to perform the required services.

[06-6065-1]

### **UNIT PRICE GOVERNS (JAN 2006)**

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

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

### **ASSIGNMENT (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 moneys 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.

[07-7B025-1]

### **CISG (JAN 2006)**

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.  
[07-7B030-1]

### **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. [07-7B035-1]

### **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. [07-7B045-1]

### **CONTRACT REPORTING REQUIREMENTS (JAN 2006)**

Information Technology Management Office (ITMO) Monthly Reporting Requirements  
Electronic Contract Usage Report System

The CONTRACTOR will be required to process monthly usage reports electronically through the ITMO On-Line Vendor Usage Reporting System located at  
<http://cio.state.sc.us/itmo/main.htm>

At the above web site, please selectOnline Contract Usage Reportingand follow the instructions for registering and reporting. All "sales" must be reported. If "No Sales" are achieved for a specific month, then "Zero" (0) must be reported for that specific month. Failure to report your monthly activity is grounds for cancellation of your contract. Help menus are available. If personal assistance is required please contact the procurement official listed on the front page of this solicitation.

[07-7B050-1]

## **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

## **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

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

## **DEFAULT (JAN 2006)**

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

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

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

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

### **ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)**

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

### **ILLEGAL IMMIGRATION (NOV. 2008)**

(An overview is available at [www.procurement.sc.gov](http://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, cancellation, 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. [07-7B100-1]

## **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 inside 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) Contractors obligations under this paragraph do not apply to a claim to the extent (i) 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]

## **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](http://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 Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

[07-7B185-1]

### **PRIVACY -- WEB SERVICES (JAN 2006)**

You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause. [07-7B195-1]

### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

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

### **RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)**

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act

or failure to act. [07-7B210-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

## **STATEWIDE TERM CONTRACT (JAN 2006)**

With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer. [07-7B225-1]

## **STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)**

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

## **SOFTWARE LICENSING AGREEMENTS FOR SINGLE SOLICITATION (JUNE 2010)**

(a) Definitions. As used in this paragraph, these terms are defined as follows: "Software" means any computer program or computer database which you have, or should have, identified in your offer pursuant to this clause. "Software publisher" means an entity that owns the intellectual property rights for an item of software. "Software licensing agreement" means any agreement, regardless of how designated, pertaining to the intellectual property rights for or the right to use any Software, including, but not limited to, any such agreement proposed prior to or after award, including without limitation any such agreement that either is affixed to (e.g., shrinkwrap), imbedded in (e.g., clickwrap), or in any way accompanies the Software upon delivery.

(b) Licensing Agreements. If your offer involves the licensing of software by the state, your offer should identify each item of software you propose to provide, identify the software publisher for that software, and explain whether you propose to (i) license the software directly, (ii) sublicense the software, or (iii) resell software licensed directly by a third party. Regardless of your licensing model, for each item of software identified, please submit with your proposal all licensing agreements applicable to that software. Any software licensing agreement submitted with your offer will not form a part of any contract resulting from this solicitation. In order to be binding, software licensing agreements must be separately executed, regardless of whether the license is acquired through you or a third party. Notwithstanding the foregoing, your offer must include pricing terms for every item of software identified and those terms will form part of the contract resulting from this solicitation.

(c) Contract Documents. Notwithstanding the clause entitled "Contract Documents & Order of Precedence" but consistent with paragraph (a) above, any contract arising out of this solicitation shall not include a software licensing agreement.

## **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

## **TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)**

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year, 0 month(s), and 0 day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-1]

## **TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

### **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) **Termination.** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the 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 and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) **Right to Supplies.** The Procurement Officer may require the contractor to transfer title and deliver to the 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 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]

#### **YEAR 2000 WARRANTY (JAN 2006)**

Contractor represents and warrants that the equipment is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the equipment will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. [07-7B285-1]

## **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

### **PRICE-BUSINESS PROPOSAL (JAN 2006)**

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document [08-8015-1]

#### **BUSINESS PROPOSAL (Separate document and/or attachment)**

As a separate document, Offeror must list all anticipated costs associated with their proposed solution for the total potential term of the contract. Itemized costs should include, but are not limited to: per transcript including all delivery options, funds transfer to institution, customer/technical support, implementation/installation, and all other applicable costs.

For evaluation purposes, please submit the total cost to request and process a single transcript electronically separately from the other itemized costs.

## IX. ATTACHMENTS TO SOLICITATION

### Attachment A: Glossary

#### 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.

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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.

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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)

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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>

[09-9005-1]



## State of South Carolina

### Request for Proposal Amendment 1

Solicitation Number:  
Date Issued:  
Procurement Officer:  
Phone:  
E-Mail Address:

5400004521  
10/15/2012  
Ron Conner  
803-896-0284  
[Ron.Conner@itmo.sc.gov](mailto:Ron.Conner@itmo.sc.gov)

#### DESCRIPTION: STC - Electronic Transcript Services

#### USING GOVERNMENTAL UNIT: Statewide Term Contract

*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>

SUBMIT OFFER BY (Opening Date/Time): **11/1/2012 14:30:00 est.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/10/2012 12:00:00 est.** (See "Questions From Offerors" provision)

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

CONFERENCE TYPE: <b>Not Applicable</b> DATE & TIME:  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: <b>Not Applicable</b>
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AWARD & AMENDMENTS	Award will be posted on <b>12/19/2012</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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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 be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

OFFEROR'S TYPE OF ENTITY: (Check one)	(See "Signing Your Offer" provision.)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other	<input type="checkbox"/>
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)	

COVER PAGE (NOV. 2007)

**AMENDMENTS TO SOLICITATION (JANUARY 2006):** (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](http://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.

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**The State amends the solicitation to include the following clause:**

**FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA):** (a) “Covered Data and Information” (“CDI”) means student education record information, in any form including electronic or paper, supplied by any Using Governmental Unit or its students, to the Contractor. (b) Contractor agrees to abide by the limitations on re-disclosure of CDI and personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and with the terms set forth below. Contractor agrees to hold CDI in strict confidence. Contractor shall not use or disclose CDI except as permitted or required by the agreement, as required by law, or as otherwise authorized in writing by the applicable Using Governmental Unit. Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. (c) Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return all CDI to the applicable Using Governmental Unit or, if return is not feasible, destroy any and all CDI. If the Contractor destroys the information, the Contractor shall provide the applicable Using Governmental Unit with a certificate confirming the date of destruction of the data. (d) If a Using Governmental Unit reasonably determines in good faith that Contractor has materially breached any of its obligations under this provision, then the applicable Using Governmental Unit may, in its sole discretion, (1) require Contractor to submit to a plan of monitoring and reporting, (2) provide Contractor with a fifteen (15) day period to cure the breach, or (3) terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the Using Governmental Unit shall provide written notice to Contractor describing the violation and the action it intends to take. (e) Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of, any Using Governmental Unit or its students. Contractor shall impose these measures on all subcontractors used by Contractor. (f) Contractor shall, within one (1) day of discovery, report to the applicable Using Governmental Unit any use or disclosure of CDI not authorized by the Agreement. Contractor’s report shall identify: (1) the nature of the unauthorized use or disclosure, (2) the CDI used or disclosed, (3) the identity of the individual or entity that received the unauthorized disclosure, (4) the action(s) that Contractor has taken or shall take to mitigate any potentially negative effects of the unauthorized use or disclosure, and (5) the corrective action(s) Contractor has taken or shall take to prevent future similar unauthorized uses or disclosures. Contractor shall provide any additional information in connection with the unauthorized disclosure reasonably requested by the Using Governmental Unit. (g) The Federal Trade Commission has promulgated regulations collectively known as the “Red Flags Rule” with which the Using Governmental Unit must comply. See 16 CFR 681. Under the Red Flags Rule, if the Contractor is engaged in activities covered by the Rule (e.g., opening or managing accounts, providing customer service, collecting debts, etc.), then the Institution must ensure that Contractor either complies with the Using Governmental Unit’s identity theft program or that Contractor has its own policies and procedures in place to detect and respond to identity theft Red Flags. If the Contractor is engaged in activities covered by the Red Flags Rule, then the Contractor represents and warrants that it has reasonable policies and procedures in place to detect, prevent and mitigate identity theft, and Contractor shall review and comply with all relevant portions of the applicable Using Governmental Unit identity theft policy, if any, as well as any applicable Using Governmental Unit identity theft plan. Contractor shall report any Red Flags that it detects in connection with the Agreement to the applicable Using Governmental Unit.

**The State’s response to questions is in red.**

Question: Is there an estimate of the number of colleges/universities that would be using this system?

**Response:** We have 33 public and independent institutions and approximately 20+ private institutions. We estimate 15 – 20 of these institutions will implement the awarded solution.

Question: Is there an estimate of the number of students/alumnus that would be using this system?

**Response:** We estimate 25,000 to 35,000 students and alumnus will be using the system.

Question: Does the transcript need to be signed by a security certificate that is in the name of the provider, or does the provider need to obtain individual security certificates for each individual college/university?

**Response:** The provider will need to obtain individual security certificates for each individual college/university that chooses to implement the solution.

Question: Under Section I – Minimal Requirements, F. Institution Customization, 4. The awarded vendor will not charge for configuration option changes. *Can you please clarify what you mean by “configuration option changes?”*

**Response:** These are settings that can be administered differently for each institution installation and once enabled and/or selected provide additional functionality or additional information to be captured relative to a process associated with the electronic transcript solution.

Question: Under Section IV Technical Proposal, B. System and Data Security, letter c.) how the proposed solution monitors overall system usage (number of transcripts transmitted per institution, etc.); *Is this question geared toward SC CHE reporting or individual institution reporting?*

**Response:** This question relates to an individual institution’s reporting capabilities. It is not a requirement for SC CHE to provide statewide electronic transcript reporting to its management or stakeholders

Question: Under Section IV Technical Proposal, B. System and Data Security, letter d.) how the proposed solution will handle multiple student records requests appearing at a single institution for records from multiple institutions. *Can you please clarify this requirement?*

**Response:** We require the vendor solution to provide a full audit trail of every request and/or destination institution with a unique identifier to clearly identify each request? What is the information that is presented to the student and the registrar to distinguish the differences between each request that is delivered to the same institution? Is there a message that appears for the student to tell them they previously requested delivery of their transcript to this institution?

Question: Under Section IV Technical Proposal, B. System and Data Security, letter e.) features built into the system to maintain control by the sending institution of its student records. *Can you please clarify this requirement, is this a student or administrator initiated request?*

**Response:** The requests are initiated by the student and the institution is responding to the requests.

Question: Under Section IV Technical Proposal, Section E. 1, d) the software development methodology utilized to support the project. *Do you want to know how this would be supported during implementation or when the service is live?*

**Response:** We would like to know the development methodology exercised by the vendor if during the implementation process an institution requests a modification or enhancement to the proposed solution.

Question: Under Section IV Technical Proposal, Section H. 1, b) how an institution is able to select multiple destinations for a single transcript request. *Can you please clarify this question? Is the institution making the request or is the student making the request in this scenario.*

**Response:** The student initiated the request and the institution is responding to the request.

Question: Will there be additional vendor presentations? If so, is there a time frame you have scheduled for these?

**Response:** There will be no additional vendor presentations.

Question: The solution must provide a way to pass authentication to an institution's student portal and to the institution's student information system (SIS), if required by the institution (LDAP authentication). Q: Are you asking if there is a way for students or enrolled students that have access to an institution's portal to authenticate into the proposed solution? Please provide more information.

**Response:** We are asking if there is a way for currently enrolled students, or alumni who have an established account in an institution's on-line application, to be authenticated by that application.

Question: All transcripts must be decrypted after the transcript has been retrieved by the intended recipient; Q: Please clarify. What are you trying to solve for?

**Response:** The electronic transcript file is transformed to an unreadable format (encryption) while the file is in-transit. Once the file is received by the intended recipient then the transmitted file is transformed again into a readable format (decrypted) so the data can be processed.

Question: Branding must include the institution's logo on all primary screens for the student request process as well as the transcript delivery process. Q: The requirement states logo must be present throughout delivery process. Are you referring to the electronic transcript or the online ordering process or both?

**Response:** The institution's logo (when provided by an institution) must be present on the ordering process and delivery process screens as well as on the transcript.

Question: Each Institution and the awardee will define their acceptance criteria prior to the commencement of the implemented solution. Q: Do you mean all institutions will be defining what components of the solution are needed on an institution by institution basis?

**Response:** Yes, each institution will have the opportunity to select the portions of the proposed solution they wish to implement.

Question: Registrar's office accessing and processing request resends or internal request at no cost; Q: Please provide clarification. What issue or requirement are you solving for?

**Response:** All non-delivered transcript requests must be resent at no charge to the requester or the institution.

Question: How the proposed solution will handle multiple student records requests appearing at a single institution for records from multiple institutions; Q: Please provide clarification. What issue or requirement are you solving for?

**Response:** We require the vendor solution provide a full audit trail of every request and/or destination institution with a unique identifier to clearly identify each request?

Question: How the proposed solution responds when transaction limits or file limitations are reached. The proposal will explain the type of notification that is sent to the sending or receiving institution to alert them that certain limitations have been reached in the system; Q: Please provide clarification., What issue or requirement are you solving for?

**Response:** The vendor needs to describe the notification process that will take place to inform an institution of any space or file limitations and will provide instructions to correct the problems.

Question: Providing a notice of liability for student personally identifiable information (PII) and FERPA when additional documents are requested; Q: Please provide clarification. What issue or requirement are you solving for?

**Response:** When the student submits additional documents to be sent along with the transcript, a message is required that warns the student about the need to protect PII and states the institution is not liable for any damages associated with documents that are not FERPA compliant.

Question: How an institution selects multiple final destinations for one transcript request; Q: Please provide clarification. What issue or requirement are you solving for?

**Response:** We are asking the vendor to describe how a student may request their transcript be sent to multiple destinations.

Question: How an administrator at the institution is able to receive transcripts individually or in batch. Q: Please provide clarification. What issue or requirement are you solving for?

**Response:** We are asking if there is a feature within the vendor solution that allows an institution to receive and process transcripts in a group for a selected period of time rather than receiving and processing each transcript one-at-a-time.

Question: How entities other than institutions such as Employers, State Agencies, and Educational Organizations can be selected as final destinations for a transcript request and whether or not this capability is at the discretion of the institution; Q Please provide clarification. What issue or requirement are you trying to solve for?

**Response:** We are asking if the vendor solution at the request of the student, allows/provides as a mechanism for an institution to deliver a transcript to entities other than institutions such as employers, other state agencies or other educational organizations.

Question: How an institution is able to select multiple destinations for a single transcript request; Q: Please provide clarification. What issue or requirement are you solving for?

**Response:** We are asking the vendor to describe how a student may request their transcript be sent to multiple destinations.

Question: Whether the institution is allowed to select those document types from a drop-down box and whether or not a notice of liability for student personally identifiable information (PII) and FERPA will be posted on the screen where additional documents are requested; Q: Please provide clarification. What issue or requirement are you solving for?

**Response:** When the student submits additional documents to be sent along with the transcript, a message is required that warns the student about the need to protect PII and states the institution is not liable for any damages associated with documents that are not FERPA compliant.

Question: Whether the proposed solution allows retrieval of a completed transcript for viewing at a later date and for easier processing the next time the student submits a request; Q: Please provide clarification. What issue or requirement are you solving for?

**Response:** We are asking the vendor to identify the features associated with the proposed solution that help to expedite the student request process the next time the student requests a transcript.

Question: Flowcharts and explanations for each process associated with the electronic transcript solution (set-up, request, payment, receiving, delivery, payment reconciliation, reporting and notification and monitoring. Q: Are you looking for a flow chart of the overall process? With regards to the delivery process, can you elaborate on what you would like to see in the form of a flow chart?

**Response:** For set-up we expect documentation that tells of all the configuration options available to an institution with an explanation of what it takes to complete initial configuration of the solution and who manages setting up and changing configuration options. For all of the additional processes listed in M1a, we expect a flow chart of the entire transcript request and delivery process that shows critical decision points where the process may require additional or alternate steps

Question: Regarding the provision to disclose offshore contracting, is this limited to the proposed solution or does the vendor need to list all offshore business independent of what is being proposed?

**Response:** The Offeror must disclose all offshore contracting as it relates to the proposed solution. Disclosure must include, if applicable, the hosting environment that supports the proposed solution, user support (help desk or call center) or user training relative to the proposed solution, continued development of the proposed solution and on-going maintenance for the proposed solution



# State of South Carolina

Request for Proposal  
Amendment 2

Solicitation Number:  
Date Issued:  
Procurement Officer:  
Phone:  
E-Mail Address:

5400004521  
10/29/2012  
Ron Conner  
803-896-0284  
[Ron.Conner@itmo.sc.gov](mailto:Ron.Conner@itmo.sc.gov)

DESCRIPTION: **STC - Electronic Transcript Services**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

*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>

SUBMIT OFFER BY (Opening Date/Time): **11/8/2012 14:30:00 est.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/10/2012 12:00:00 est.** (See "Questions From Offerors" provision)

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

CONFERENCE TYPE: <b>Not Applicable</b> DATE & TIME:  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: <b>Not Applicable</b>
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AWARD & AMENDMENTS	Award will be posted on <b>12/19/2012</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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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 be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	TAXPAYER IDENTIFICATION NO.  (See "Taxpayer Identification Number" provision)
TITLE  (business title of person signing above)	STATE VENDOR NO.  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
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)	(See "Signing Your Offer" provision.)		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other	<input type="checkbox"/>
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)	

COVER PAGE (NOV. 2007)

**AMENDMENTS TO SOLICITATION (JANUARY 2006):** (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](http://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.

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**The Opening Date has been extended to November 8, 2012.**