Exhibit A

From: Adam Raynor
To: Zachary Kennedy
Cc: Craig, Kimber
Subject: [External] Intent to Protest: Sole-Source Procurement – Entrinsik Inc. (Lander University Sole Source 1202)
Date: Wednesday, March 25, 2026 2:23:47 PM

Pursuant to the South Carolina Consolidated Procurement Code, Section 11-35-1570, please accept this email as formal notification of AutomateIQ Labs' intent to protest the intended sole-source award to Entrinsik Inc. for a centralized reporting platform.

AutomateIQ Labs is a South Carolina-based digital agency specializing in secure automation and government-grade data integration. As a prospective bidder within the state, we are aggrieved by the determination that competition for these services is not practicable.

Grounds for Protest:

- Market Capability & Open Integration: The determination states that the university requires a platform to source data from Ellucian Banner, StarRez, and Slate. We assert that these mentioned APIs utilize an open integration framework. This framework allows any qualified developer to seamlessly connect with the agency's active environment using secure, role-based access, thereby making competition for these services entirely practicable.
- Avoidance of Competition: The justification relies heavily on the fact that the university has used the incumbent for one year and wishes to avoid the risk of "service disruption". Under the SCCPC, administrative preference for an incumbent vendor or the desire to avoid reengineering does not, in itself, satisfy the legal requirements for a sole-source procurement when other vendors can leverage the same open API frameworks to perform the work.
- Economic Impact: As a small business located in Irmo, South Carolina, AutomateIQ Labs can provide localized, responsive support and implementation services that represent a cost-effective alternative to the proposed multi-year contract with Entrinsik Inc.

AutomateIQ Labs requests that Lander University stay the award of this contract and initiate a competitive solicitation process. This will ensure that the University achieves the most financially defensible and technically robust solution while complying with state procurement regulations regarding fair competition.

Respectfully,

Adam Raynor
AutomateIQ Labs
Irmo, SC
843-799-7507

On Mar 24 2026, at 11:09 am, Zachary Kennedy <zkennedy@lander.edu> wrote:

> Sole Source Written Determination
>
> **Zach Kennedy**
> Procurement Services

CPO Box 6023
320 Stanley Ave,
Greenwood, SC 29649
Office: (864) 388-8242

From: Craig, Kimber <kcraig@mmo.sc.gov>
Sent: Tuesday, March 24, 2026 9:25 AM
To: Adam Raynor <araynor@automateiq-labs.com>
Cc: Zachary Kennedy <zkennedy@lander.edu>
Subject: RE: [External] Lander University - Centralized Reporting Platform

> You don't often get email from kcraig@mmo.sc.gov. Learn why this is important

[EXTERNAL EMAIL]: Please exercise extreme caution when opening attachments or clicking on links.

This sole source procurement is being handled by Zachary Kennedy at Lander University. He will be able to provide the information you are requesting. I have copied him on this e-mail. Thank you.

Kimber H. Craig | Chief Procurement Officer and Director of Agency Sourcing

Division of Procurement Services | SC State Fiscal Accountability Authority

1333 Main Street, Suite 700 | Columbia, SC 29201 | Office: (803) 737-2527 | kcraig@mmo.sc.gov

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From: Adam Raynor <araynor@automateiq-labs.com>
Sent: Tuesday, March 24, 2026 8:04 AM
To: itmo, protest <protest-itmo@itmo.sc.gov>
Subject: [External] Lander University - Centralized Reporting Platform

Information Technology Management Officer --

I would like to get more information on the requirements for this sole source contract for the purpose of intending to bid within the 5 day period.

> Thank you
>
> Adam Raynor
>
> AutomateIQ Labs

Exhibit B

Sole Source
Written Determination - Instructions

Agency Identification: Lander University Sole Source 1202

Description of the agency need that this procurement fulfills: *(See instructions on last page for guidance)*

Lander University requires a centralized reporting platform to standardize operational, academic, and financial reporting. The platform must provide data integrity and source data directly from Ellucian Banner system and related programs like StarRez and Slate

Describe the Market Based on Research Performed: *(See instructions on last page for guidance)*

Lander University evaluated the market for any solutions capable of integrating with our Banner Platform. Solutions must meet institutional requirements, examples include native Banner integration, cloud architecture, dashboard capabilities, and AI-assisted analytics. Continuous service and support are required to meet the University needs.

Sole Source Vendor Name: Entrinsik Inc.

Based upon the following determination, Agency proposes to acquire the supplies, construction, information technology, and/or services described herein from the vendor named above per SC Code Ann § 11-35-1560 and SC Regulation 19-445.2105, Sole Source Procurement.

Description of supplies, construction, information technology, and/or services vendor will provide under the contract: *(See instructions on last page for guidance.)*

Entrinsik will provide a cloud-hosted reporting and analytics solution with native Banner Connectivity. Services like integration with other enterprise systems, custom dashboards, role-base security, and scheduled or ad-hoc reporting, API access, and advanced data analysis.

Explain why the described solution is the only solution that meets the agency's need and how no other identified solutions were sufficient. *(See instructions on last page for guidance)*

Lander University has used Entrinsik Informer for one year and fully developed extensive customized reports, dashboards, datasets, and AI queries. Informer was previously selected as the best match for institutional requirements. Informer is fully integrated with our current solutions like Slate and StarRez. Replacement of this system would risk service disruption, Require substantial reengineering, development, and training. Changing vendors would also create extensive costs and significant impact. Long-term multiyear implementation is the most practical, cost effective, and has the highest probability of success for the University.,

***Note**: Determination is not complete without required signatures and dates*

Required Signatures

Prepared by: _____ **Date:** 3/20/2026

Printed Name: Zach Kennedy **Title:** Assistant Director of Procurement

Approved by: _____ **Approval Date:** 03/19/2026

Printed Name: Joe Greenthal **Title** VP of Finance and Administration

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Notice Of Intent To Sole Source By: Lander University

Ad Category: Sole Source and Emergency

Notice Start Date: February 27, 2025

Notice End Date: March 7, 2025

Vendor Name: Entrinsik Informer

Contract Amount: 55600

Agency Procurement Manager: Scott Pilgrim

Agency Procurement Manager Email: spilgrim@lander.edu

Agency Procurement Manager Telephone#: 8643888698

The Agency hereby provides notice that it intends to enter into a sole source contract per S.C. Code Ann. §11-35-1560 with Vendor for the following supplies, services, information technology, or construction:

The vendor will provide a comprehensive reporting solution with advanced data analysis, integration capabilities, custom dashboards, API access, and cloud hosting. The contract includes a one-year subscription, 40 hours of managed service, and on-site training tailored to Lander's needs.

Agency's justification for a sole source procurement may be viewed or immediately obtained at: Agency Procurement Manager (Listed Above)

PROTESTS:
Any actual or prospective bidder, offeror, contractor, or subcontractor aggrieved in connection with the intended award or award of this sole source contract, shall notify the appropriate chief Procurement officer in writing of its intent to protest within five (5) business days of the date this notice is posted. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this sole source contract and has timely notified the appropriate chief procurement officer of its intent to protest, may protest to the appropriate chief procurement officer in the manner set forth below within fifteen days of the date this notice is posted; except that a matter that could have been raised as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.
A protest must be in writing, filed with the appropriate chief procurement officer, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. The protest must be received by the appropriate chief procurement officer within the time provided above. Days are calculated as provided in S.C. Code Ann. § 11-35-310(13).

Any Notice Of Intent To Protest And Protest Must Be Addressed To: Information Technology Management Officer

LANDER UNIVERSITY

SFAA FORM MMO-102
JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

Sole Source # 1158

Sole Source Vendor: **Entrinsik Informer**

Based upon the following determination, Agency proposes to acquire the supplies, construction, information technology, and/or services described herein from the Vendor named above per S.C. Code Ann. §11-35-1560 and S.C. Regulation 19-445.2105, Sole Source Procurement.

Description of the Agency need that this procurement meets:
Lander University lacks a standardized campus reporting solution, leading to inconsistent and unreliable reporting methods. A unified reporting system is urgently needed to standardize operational, academic, and financial reports while ensuring data integrity from the ERP system (Banner) and other key sources.

Description of the market research Agency performed to determine the availability of products or services that would meet the Agency's needs:
The university evaluated three reporting solutions compatible with its ERP system (Banner): Ellucian Insights, Evisions Argos, and Entrinsik Informer.

Description of supplies, construction, information technology, and/or services Vendor will provide under the contract:
The vendor will provide a comprehensive reporting solution with advanced data analysis, integration capabilities, custom dashboards, API access, and cloud hosting. The contract includes a one-year subscription, 40 hours of managed service, and on-site training tailored to Lander's needs.

Detailed explanation why no other vendor's supplies, construction, information technology, and/or services will meet the needs of the Agency:
Informer was chosen for its seamless integration with Banner, cloud-hosted capabilities (eliminating hardware costs), and unique AI-driven reporting tools. It also offered the most cost-effective solution at $55,600, compared to Argos ($106,061, excluding hardware) and Insights ($133,643).

Authorized Signature
Printed Name: Joseph T. Greenthal
Title: VP for Finance & Administration
Date: 07/12/2025

Notes:

Authorized signature is the agency head unless the agency head has delegated that authority. Delegation of authority must be submitted to the Materials Management Officer in writing.

The Agency must obtain a Drug-free Workplace certification from the Vendor if the sole source procurement is $50,000 or greater.

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entrinsik

This Order Form is a binding agreement ("Agreement") between Entrinsik, Inc. ("Entrinsik") and the Customer below, consisting of this Order Form, the Informer Agreement Terms and Conditions, and the Entrinsik Informer SLA.

This Agreement consists of all the provisions contained in this Order, the Terms, the SLA and any additional Exhibits and/or Amendments agreed to in writing by the parties from time to time after the Effective Date.

Customer Information

Account Name	Lander University	Created Date	2/3/2025
Contact Name	Abdallah Haddad	Expiration Date	3/7/2025
Email	ahaddad@lander.edu	Quote Number	00000129
Billing Address	320 Stanley Avenue Greenwood, SC 29649 United States		

Agreement Details

Effective Date	Latest date in Signature Block	Initial Term	1 Year
Bill Date	Latest date in Signature Block	Payment Terms	Net 30

Custom Terms

Annual License Renewal: subject to change due to factors, such as but not limited to tier increase, any add-on modules not included in the current version of Informer.
The failure of Licensee to make any payments within ten (10) business days of the dates due shall constitute a default under this Agreement.
EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING THE TERMS AND SLA, AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

Product	Product Description	List Price	Sales Price
Informer Enterprise License with Cloud hosting	A comprehensive solution designed for organizations seeking advanced data analysis and integration capabilities. With this license, users gain access to a suite of powerful tools tailored for data-driven decision-making, including custom dashboards,API access, and cloud hosting services. 1 Year Subscription	$51,600.00	$40,000.00
Informer Gold Service	Gold Service is a one-year subscription that offers high-priority support, a dedicated account manager, and enhanced managed services. With 40 hours of managed service, and one complimentary Entrinsicon seats, it ensures comprehensive support for your team.	$8,100.00	$8,100.00
On Site Training	3 day expert-led, hands-on sessions tailored to your team's needs. Covers core features, advanced functionality, and best practices to boost efficiency and maximize platform use.	$10,000.00	$7,500.00

Total Discount	20.23%
Grand Total	$55,600.00

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entrinsik

Entrinsik, Inc.: Signed by:

BY: Brad Leupen
8E098E6C75314A6...

PRINT: Brad Leupen

TITLE: CEO

DATE: 3/10/2025

Licensee:

BY:

PRINT: Scott Pilgrim

TITLE: Director of Procurement

DATE:

Joseph Greenthal
VP for Finance + Administration
2/27/25

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INFORMER CLOUD AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** These Terms and Conditions, along with the applicable Order that references or attaches these Terms and Conditions, form a binding agreement ("Agreement") between Entrinsik, Inc. ("Entrinsik") and the Customer purchasing the Entrinsik Service. This Agreement governs Customer's purchase and use of the Informer Service.

2. **Definitions.**
   (a) **"Authorized User"** means an employee or contractor of Customer authorized to access and use the Entrinsik Service for and on behalf of Customer pursuant to this Agreement.
   (b) **"Documentation"** means the user manuals and other operating instructions delivered or otherwise made available with any of the Entrinsik Service by Entrinsik, including in online, electronic or print format, and all updates thereto.
   (c) **"Entrinsik Service"** means the proprietary Entrinsik Informer software application(s) specified in an Order and made available by Entrinsik to Customer under this Agreement on a hosted, cloud basis. The software underlying the Entrinsik Service is referred to herein as the **"Software."**
   (d) **"Order"** means a separate order, order form, agreement, quote, statement of work, or other business document that references or attaches these Terms and Conditions and that identifies the Entrinsik Service, the Initial Term, the fees, restrictions on the use of the Entrinsik Service, and other agreed terms.
   (e) **"Support and Maintenance Services"** means the support and maintenance services provided by Entrinsik in connection with Customer's use of the Entrinsik Service provided by Entrinsik as described in the Informer Service Level Agreement, as incorporated into the Order ("SLA").
   (f) **"Term"** means the Initial Term set forth in the Order and all renewal periods.
   (g) **"Updates"** means changes, modifications, additions, and corrections to the Entrinsik Service or Software provided by Entrinsik under the terms of this Agreement.

3. **Entrinsik Service.**
   (a) Provision of the Service. Entrinsik will provide the Entrinsik Service for use by Customer during the Term. Customer will have the non-exclusive, nontransferable (except as set forth in Section 13) right to access and use the Entrinsik Service subject to the terms and conditions of this Agreement. Customer's right to access and use the Entrinsik Service is subject to Customer's timely payment of all fees due under this Agreement.
   (b) User IDs. Customer will be responsible for securing all user IDs and passwords provided to or generated by Customer for use of the Entrinsik Service and for all use of the Entrinsik Service by its Authorized Users and those using such IDs or passwords. Customer shall immediately notify Entrinsik in the event of any unauthorized disclosure or use of its user IDs or passwords or unauthorized access to the Entrinsik Service or any unauthorized access to or use of Customer Data as defined in Section 8 below. A User ID is for use by only one specified Authorized User and may not be shared.
   (c) Restrictions. The Entrinsik Service shall be used only for Customer's sole and exclusive benefit unless otherwise agreed by Entrinsik in writing, and shall not be used to provide time-sharing, service bureau, subscription services, rental use, or other similar services. Customer shall not have the right to download or receive a copy of the Software, either in object or source code format. Customer and its Authorized Users shall not access or attempt to access any portion of the Entrinsik Service to which they do not have authorization and shall not reverse engineer, decompile, modify, or create derivative works of any portion of the Entrinsik Service or Software or attempt to do any of the foregoing. Except as expressly permitted under this Agreement, Customer and its Authorized Users shall not transfer, assign, distribute, allow third party access to or sublicense the Entrinsik Service or Software or any portion thereof to others and Customer's right to access and use the Entrinsik Service as set forth herein shall automatically terminate in the event of any such a transfer, assignment or distribution.

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Customer shall not access the Entrinsik Service or the Software for the purpose of building a competitive product or service or copying any of the features of the Entrinsik Service or the Software.

4. **Other Services; SLA.**

(a) Support and Maintenance; Updates. Subject to payment of all applicable fees, Entrinsik will provide Customer with Support and Maintenance Services as described in the SLA. Entrinsik reserves the right to update and modify the Entrinsik Service and Software from time to time in its sole discretion. Customer understands that the Entrinsik Service may be unavailable from time to time for Entrinsik to provide support and maintenance, including the installation of Updates, provided that Entrinsik will use its reasonable efforts to give Customer advance notice of any scheduled downtime and to schedule downtime during hours of non-peak usage as set forth in the SLA.

(b) Additional Services. Entrinsik will not be obligated to provide any services not set forth in an Order unless agreed to in writing by Entrinsik in a Work Order (as defined below). Customer shall pay Entrinsik at Entrinsik's then-current hourly rate for any Additional Services requested by Customer, unless otherwise agreed in a Work Order. Additional Services include, but are not limited to, the following: (a) detailed advice, support or training regarding the use and operation of the Entrinsik Service; (b) on-site service of any kind; (c) implementation, data repair or conversion, or system integration services or other consulting services; (d) service or maintenance of third-party software, operating software, hardware, or other equipment; and (e) services relating to any issues caused by Customer's or any Authorized User's fault, misuse, or negligence. Any Additional Services to be performed by Entrinsik will be set forth in a separate work order signed by both parties that references this Agreement (each, a "Work Order") detailing the Additional Services to be provided, the fees for such Additional Services and other related information regarding such Additional Services. Upon execution, each Work Order shall become a part of this Agreement and subject to the terms herein. Customer agrees that unless otherwise expressly set forth in a Work Order, Entrinsik shall be the sole owner of any and all intellectual property rights in any software, documentation, inventions and work product developed, created or delivered by or on behalf of Entrinsik in connection with this Agreement and any such Work Order (collectively, "Work Product"), including, without limitation, all intellectual property rights in and to any modifications to and/or customizations of the Software.

(c) Availability. The parties agree to the availability terms set forth in the SLA.

5. **Customer Obligations.**

(a) Customer shall be solely responsible for acquiring and maintaining its own technology environment for access and use of the Entrinsik Service.

(b) Customer shall comply with Entrinsik's procedures and security measures associated with access to the Entrinsik Service, which procedures and security measures will be maintained by Entrinsik on the Entrinsik Service or otherwise provided to Customer from time to time.

(c) Customer understands and agrees that Entrinsik may deny or remove access to any Authorized User who fails to abide by the terms of this Agreement or who otherwise tampers with or abuses the Entrinsik Service. Further, Entrinsik may otherwise suspend the Entrinsik Service in Entrinsik's sole judgment in the event of any threat to the Entrinsik Service whether through use by Customer or its Authorized Users or any other factor. Entrinsik will restore the Entrinsik Service as soon as any such threat is mitigated.

(d) Customer shall comply with all applicable federal, state and local and foreign laws, rules and regulations in connection with its use of the Service.

6. **Payment.**

(a) Terms. Customer shall timely pay Entrinsik the fees as set forth in the Order. All fees hereunder are non-cancelable and nonrefundable. All payments under this Agreement shall be made in United States Dollars. All payments not paid when due will be subject to interest at the monthly rate of one and one-quarter percent 1.25%

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or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Customer shall be responsible for any costs of collection incurred by Entrinsik to enforce the payment terms hereunder. Customer agrees to pay all applicable federal, state, local and other taxes based on this Agreement and its use of the Entrinsik Service, excluding taxes based on Entrinsik's net income. Entrinsik reserves the right to suspend access to and use of the Entrinsik Service at any time Customer is more than 30 days past due on its account, with or without prior notice to Customer.

(b) Rates. Following the first year of the Initial Term set forth in the Order, all renewal fees, any support and maintenance fees, and hosting fees, or other fees set forth in the Order are subject to change on an annual basis based on Entrinsik's then-current fees and upon ninety (90) days' prior written notice to Customer, which may include, without limitation, via e-mail or through the Entrinsik Service.

(c) Expenses. Unless otherwise agreed to in writing by the parties, Customer agrees to reimburse Entrinsik for all approved, travel-related and training expenses incurred. Entrinsik will make a conscious effort to choose fair and reasonably priced options wherever practical with regards to travel and accommodations.

7. **Term and Termination.**

(a) This Agreement is effective beginning the Effective Date and continues for the Initial Term set forth in the Order, unless earlier terminated as provided herein

(b) Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and such breach, if curable, is not cured within thirty (30) days of the date of any such written notice.

(c) Upon any termination or expiration of this Agreement, Customer shall pay to Entrinsik all amounts due under this Agreement, and Customer shall have no further right to use or access the Entrinsik Service or the Software and shall immediately cease all such use and access. Entrinsik will not retain any Customer Data longer than thirty (30) days after any such termination or expiration. Sections 2, 3(c), 6 (with respect to amounts owed), 7(c), 8, 9, 10(b), 11, 12, 13 and 15 of this Agreement shall survive the termination or expiration of this Agreement.

8. **Ownership of Intellectual Property.**

(a) Ownership. Customer expressly acknowledges that that Entrinsik owns all rights, title and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in and to the Entrinsik Service and all Software (including, but not limited to, the look and feel, algorithms, databases structures, methodologies, and know-how associated therewith) and all Updates, modifications, enhancements, improvements, and upgrades to, and derivative works thereof. All Updates implemented under this Agreement are and shall be deemed part of the Entrinsik Service and Software and subject to the terms of this Agreement. Entrinsik reserves all rights to the Entrinsik Service and Software not specifically granted herein. Customer shall not (i) violate any of Entrinsik's intellectual property or other proprietary rights related to the Entrinsik Service or the Software, or (ii) alter, remove, or conceal any copyright notices, proprietary notices, trademarks or other notices or marks of attribution that may appear on or within the Entrinsik Service, the Software or the Documentation or any reports generated by the Entrinsik Service or the Software. Except for the limited right to use the Entrinsik Service provided to Customer and Authorized Users under this Agreement, this Agreement does not transfer from Entrinsik to Customer or any Authorized Users any proprietary right or interest in the Entrinsik Service or the Software.

(b) Suggestions. Customer hereby grants to Entrinsik a royalty-free, worldwide, irrevocable, perpetual right and license to use or incorporate in the Entrinsik Service and/or the Software any suggestions, ideas, enhancement

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requests, feedback or other information provided by Customer or any of its Authorized Users relating to this Agreement, without payment or other obligation to Customer or any Authorized User.

(c) Customer Data. Customer shall retain ownership of all data, information, and materials that Customer and its Authorized Users create on or through the Entrinsik Service and Software ("Customer Data"). Customer hereby grants to Entrinsik the right to use, store, process, distribute and display the Customer Data as necessary for the provision of the Entrinsik Service to Customer. Customer represents and warrants that all Customer Data provided to Entrinsik in connection with Customer's use of, or processed or maintained for Customer on or through, the Entrinsik Service: (i) is owned by Customer, or Customer has the full right to provide such Customer Data as contemplated herein; (ii) do not infringe or misappropriate any copyright, trademark, trade secret or other intellectual property or proprietary right; (iii) do not violate any person's rights of privacy or publicity; and (iv) does not contain any unlawful, obscene, defamatory or libelous material. Customer further represents and warrants that its use of the Entrinsik Service and all Customer Data shall be in accordance with all applicable laws, rules and regulations and Customer's published privacy and other policies.

9. **Confidentiality.**

(a) Definition. **"Confidential Information"** means any information or data that is disclosed by one party (a **"Disclosing Party"**) to the other party (a **"Receiving Party"**) pursuant to this Agreement. Entrinsik's Confidential Information includes but is not limited to: the terms of this Agreement; the Software, as well as the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Entrinsik Service and the Software; the Documentation; and Entrinsik's pricing, sales, implementation, and training materials and procedures. Confidential Information does not include information that: (i) is or becomes publicly known or available without breach of this Agreement; (ii) is received by a Receiving Party from a third party without breach of any obligation of confidentiality; (iii) was previously known by the Receiving Party as shown by its written records; or (iv) is independently developed by the Receiving Party without use of reference to, or reliance on the Disclosing Party's Confidential Information.

(b) Confidentiality Obligations. The Receiving Party shall: (i) hold the Disclosing Party's Confidential Information in strict confidence and protect it with at least the same degree of care the Receiving Party affords its own Confidential Information; and (ii) except as expressly authorized by this Agreement, not directly or indirectly use, disclose, copy, transfer or allow access by any third party to the Disclosing Party's Confidential Information except for employees and contractors performing obligations on the Receiving Party's behalf and who have entered into written obligations of confidentiality with respect to the Disclosing Party's Confidential Information that are no less stringent than the terms of this Section 9. Without limiting the foregoing, Customer may disclose and allow access to the Entrinsik Service and Software by Authorized Users solely for the purpose of Customer's use of the Entrinsik Service and the Software. Customer acknowledges and agrees that Entrinsik may use Customer's Confidential Information for the proper management and administration of the Entrinsik Service, including, but not limited to, use for quality improvement, development of products and system maintenance purposes. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information as required by law or court order; provided, however, in any such event, the Receiving Party shall inform the Disclosing Party in writing and afford the Disclosing Party the opportunity to dispute or limit the required disclosure of its Confidential Information prior to any such required disclosure, to the extent permissible under applicable law. Without in any way limiting any of the foregoing, Customer specifically acknowledges and agrees that it shall not permit any third party, nor any employee, representative or agent thereof, that develops, markets or licenses software applications with functionality similar to the functionality of the Entrinsik Service or the Software to have access to the Entrinsik Service or Software or to any trade secrets or proprietary information therein.

(c) Remedies. Each party acknowledges and agrees that any violation of this Section 9 by the Receiving Party, or Customer's violation of Entrinsik's intellectual property rights, may cause the Disclosing Party or Entrinsik,

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respectively, irreparable injury for which the Disclosing Party or Entrinsik, respectively, would have no adequate remedy at law, and that the Disclosing Party or Entrinsik, as the case may be, shall be entitled to preliminary and other injunctive relief against the Receiving Party or Customer, as the case may be, to prevent or stop any such violation, without the obligation to post bond. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that the Disclosing Party or Entrinsik shall have at law or in equity.

(d) Term of Obligations. The obligations of the Receiving Party under this Section 9 shall survive for a period of five (5) years after the expiration or termination of the Agreement.

10. **Warranty.**

(a) Limited Warranties. Each party represents and warrants that it has the full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. Entrinsik represents and warrants that during the Term the Entrinsik Service will operate substantially in accordance with its Documentation; provided, however, that if the Entrinsik Service fails to operate in accordance with its Documentation, Entrinsik's sole obligation and Customer's sole and exclusive remedy for any such failure shall be for Entrinsik to use its reasonable efforts to correct such failure in a timely manner following written notice by Customer to Entrinsik of any such failure. The warranty set forth in the second sentence above shall not apply to the extent any such failure is caused by Customer or any Authorized User.

(b) Disclaimer. Entrinsik does not warrant that either the Entrinsik Service or the Software will operate uninterrupted or error-free, and Entrinsik does not make any warranties with respect to any results derived from the use of the Entrinsik Service or the Software. Customer is solely responsible for the accuracy and adequacy of all Customer Data and all other information and data furnished for processing with the Entrinsik Service and the Software. Entrinsik is not responsible for confirming or verifying any Authorized User. To the extent that data is being transmitted over a cell phone network, the internet or Customer's network hereunder, Customer acknowledges that Entrinsik has no control over the functioning of any of the foregoing, and Entrinsik makes no representations or warranties of any kind regarding the performance or security of any of the foregoing. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, ENTRINSIK AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ENTRINSIK SERVICE OR THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING AS A RESULT OF USAGE IN THE TRADE OR BY COURSE OF DEALING.

11. **Limitation of Liability.** In no event will Entrinsik, its affiliates, distributors, suppliers or licensors, or their respective officers or employees, be liable for: (a) costs of substitute goods or services; (b) special, indirect, exemplary, punitive, incidental or consequential damages, whether in contract, tort, or otherwise, or any lost sales, profits or data, and even if Entrinsik has been advised of the possibility of any such damages; or (c) any claim against Customer or any authorized users by any third party except as specified in section 12 below. Customer expressly acknowledges and agrees that Entrinsik's aggregate liability in connection with this Agreement for all damages, losses, costs, liabilities, and injuries, under any claim or theory of action whatsoever, shall not exceed the fees paid by Customer during the immediately preceding twelve (12) month period for the specific service directly causing the liability. Any actions brought by or on behalf of Customer must be brought within one (1) year of the accrual of such cause of action.

12. **Indemnification.** Each party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, and directors. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. Lander University is an agency of the State of South Carolina and does not possess the authority to indemnify any entity; its liability insurance coverage shall be governed by the applicable provisions of the South Carolina Tort Claims Act at S.C. Code Ann 15-78-10, et seq

13. **No Assignment.** Customer shall not assign or otherwise transfer this Agreement or any of its rights hereunder, in

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whole or in part, without Entrinsik's prior written consent, which shall not be unreasonably withheld.

14. **Security.** Network traffic is secured in transit at all points; from the internet to the forward-facing interfaces, through to the separate secured databases with the latest strongly encrypted SSL/TLS certificates. Data at rest is secured with the latest key managed cryptographic techniques. The forgot password feature emails a one-time use code which allows Authorized Users to change their password without ever seeing what it was. Configurable password complexity rules may be set which include minimum length, letter required, capital required, number required, special character required. Customer shall ensure all Authorized Users secure their logins and passwords.

15. **Miscellaneous.**
    (a) Independent Parties. The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent, or employment relationship between Entrinsik and Customer.
    (b) Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and, except as otherwise permitted herein, delivered either: (i) by personal delivery; (ii) by certified or registered mail; (iii) by nationally recognized overnight courier, or (iv) signed electronic document via email, and in all cases shall be effective upon receipt.
    (c) Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous proposals, negotiations, conversations, discussions, and agreements between the parties concerning the subject matter hereof. Customer specifically acknowledges and agrees that, in entering into this Agreement, Customer has not relied on any information or promises that are

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not specifically set forth in this Agreement. This Agreement may not be modified except in a written document, signed by an authorized employee or manager of both parties. The terms or conditions contained in or delivered with Customer's purchase order or other document shall not be considered part of this Agreement and are of no force and effect.

(d) Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of South Carolina, without regard to any jurisdiction's conflict-of-law provisions. Customer agrees to submit to the exclusive jurisdiction of the federal and state courts located in Greenwood County in the State of South Carolina or any dispute, controversy or claim arising out of or relating to this Agreement.

(e) Force Majeure. Except with respect to Customer's payment obligations under this Agreement, each party shall be excused from performance and shall not be liable for any delay caused by the occurrence of any contingency beyond the reasonable control either of the excused party or its subcontractors or suppliers. These contingencies include, but are not limited to, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, act of public enemy, failure or delay in transportation, act of any government affecting the terms hereof, accident, fire, explosion, flood, severe weather, pandemic, epidemic, or any other act of God.

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SERVICE LEVEL AGREEMENT INFORMER

This Service Level Agreement ("SLA") is between Entrinsik and Customer and is subject to the terms of the main license or cloud service agreement ("Agreement") between the parties. This SLA relates to support and service levels for Entrinsik's Informer software product ("Informer"). Capitalized terms used in this SLA, but not otherwise defined herein, have the meaning given to them in the Agreement.

Part A of this SLA (the Support SLA) applies whether Informer is installed in Client's environment or is made available by Entrinsik to Customer on a hosted, cloud basis. Part B of this SLA (the Availability SLA) applies only if Informer is made available by Entrinsik on a hosted, cloud basis.

Entrinsik may from time to time update this SLA. No changes to this SLA will materially reduce the level of service provided in this SLA. Any changes to this SLA shall be effective immediately following the posting of such changes on the Informer Help Center found at https://entrinsik.com/informer/support/. The date of latest version of this SLA is indicated in the footer of this document.

PART A – SUPPORT SLA

1. Support Hours and Response Times

General Informer support is available during the following times, excluding Entrinsik holidays:

- Phone support: 8 a.m. and 6 p.m. Eastern time, Monday through Friday.
- Email support: 8 a.m. and 6 p.m. Eastern time, Monday through Friday.

To contact Entrinsik Support, please make use of the following resources:

- Email: I5support@entrinsik.com
- Phone: 888-703-0016

Email is the preferred method of communication as it allows our support staff to respond to requests more quickly.

Entrinsik strives to quickly and effectively answer all questions that may arise from the configuration, implementation, and use of Informer.

Entrinsik will respond within 1 business hour to any critical issues received during the times listed above. Non-critical issues will be responded to within 2 business days in order of criticality.

Critical issue means a support issue in which Informer (or as applicable the Informer Cloud) is non-operational (i.e., "down"). Customer is unable to execute any reports or access Informer.

Non-critical issue means a support issue related to a specific report or feature, or to a general use question, or requested enhancement, with no other Informer functionality impacted.

Incoming tickets will be prioritized according to their Managed Services Subscription - Platinum, Gold, Silver, and Basic - with Platinum receiving the highest priority. Tickets from higher tiers will be addressed before those from lower tiers to ensure timely support based on service level.

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After-hours support may be provided at the current after-hours support rate at time of request, currently US $250 per hour. After hours and holiday support will be provided on a best endeavors basis and depends on the availability of support staff.

2. Entrinsik Holidays

The following is a list of holidays recognized at Entrinsik. On these dates Entrinsik offices will be closed and there will be no general support available unless other arrangements have been made in advance. Entrinsik reserves the right to modify the days recognized on a year-to-year basis. For holidays falling on a weekend, Entrinsik will attempt to observe the holiday on the closest business day(s), unless otherwise specified by management.

New Year's Day – January 1st
Memorial Day – the last Monday in May
Juneteenth – June 18th
Independence Day – July 4th
Labor Day – the first Monday in September
Thanksgiving – the 4th Thursday and Friday of November
Christmas Eve – December 24th
Christmas Day – December 25th

Customers will be notified of the specific observed dates through newsletters, forum postings, or other alternative communication methods. If you wish to arrange support for any of the above holidays, please send an email to request a quote.

3. Support Information

To ensure quick and efficient support, please provide the following information with all support requests:

a) Customer and reporting individual name
b) Full problem description
c) Step-by-step instructions on how to repeat the problem
d) Any log messages associated with the incident (browser, network, and/or Informer logs)
e) Screenshots of any erroneous behavior of the user interface
f) Any other information you may think will help us resolve your issue
g) As applicable, Informer Cloud URL

Failure to provide any of the above when appropriate for the incident may result in a prolonged time to resolution for which Entrinsik shall not be responsible.

4. Support Services

The following support items are included with support:

a) General usage and installation questions. General usage questions are questions that involve general assistance with report or dashboard creation, or system administration (file mapping and linking, security, etc.), and take less than 30 minutes to review and resolve. General questions taking longer than 30 minutes will be billable unless it is determined a bug in Informer caused the issue.
b) Troubleshooting bugs in Informer.

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A one-time overview is also included with the onboarding of Informer. This overview is offered through online delivery via Zoom™ or similar method. The training includes general system administration and basic navigation of the software.

Entrinsik also provides online user guides, how-to videos, and a client portal with the Informer Help Center, as additional means of support. These items can be accessed through the Informer support page found at https://entrinsik.com/informer/support/.

5. Updates

Entrinsik will make available to Customer new Informer releases and updates to Informer that it generally makes available to its other Customers who are under a current subscription license or maintenance agreement for Informer at no additional charge. Entrinsik will have no responsibility to provide support for any versions of Informer other than the current and immediately prior major release. The term "major release" means a primary point release, such as version 5.7 (the prior major release in this example would be version 5.6). For avoidance of doubt, new releases and updates do not include updates that have substantial new functionality and/or are separately priced by Entrinsik.

6. Billable Items

The following items are excluded from support services and are billable:

a) Extensive how-to questions
b) Training beyond the initial overview
c) Consulting
d) Support for code and scripts prepared by or for Customer
e) On-site services
f) Issues arising from: (i) non-Entrinsik hardware or software; (ii) unauthorized modifications to Informer; (iii) improper use, operation, or neglect of Informer; or (iv) failure by Customer to implement recommendations and/or solutions as previously advised by Entrinsik.

Extensive how-to questions include report creation or system administration questions taking longer than 30 minutes to review and resolve and are not related to bugs in Informer or other issues with Informer under Entrinsik's control.

For on-site training, a day is from the hours of 9 a.m. to 4 p.m. Entrinsik will attempt, when possible, to schedule travel with minimal impact to the Entrinsik employee's work schedule; however, in the event travel must be scheduled during normal business hours and the Entrinsik employee is required to miss at least 4 hours of work, the time missed from work will be billed at the standard rate at time of request, currently $125/hour. This charge shall be noted on the quote to Customer or added as an amendment to an existing quote.

Entrinsik also offers consulting services, which include, but are not limited to, installation, setup, upgrades, report creation, dashboard creation and/or plugin development. An Entrinsik employee, or a 3rd party designated by Entrinsik, will perform these services on the Customer's computer equipment through remote access (either through a remote desktop application or direct VPN) or an onsite visit. These services will be billed at the standard rate at time of request, currently $250/hr. Entrinsik employee travel expenses for onsite visits will also be the responsibility of the Customer.

Entrinsik will use reasonable efforts to assist customers with questions regarding the plugin feature of Informer; however, development and support of plugins by Entrinsik staff is a billable support item.

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7. Additional Terms

Entrinsik shall not be liable for force majeure items as defined in the Agreement.

Also, Entrinsik shall not be liable for any failures or delays in services to the extent the failures or delays are caused due to failures or delays in services of third-party companies (i.e., web hosting companies, root DNS services, ISP's, electronic mail services, etc.).

Customer agrees that Entrinsik is not obligated to correct every error, malfunction or defect in Informer, and Entrinsik does not warrant or represent that all errors can and will be corrected. Entrinsik may provide patches, provide reasonable workarounds, or update documentation to address errors.

Customer shall train its personnel in the proper use and application of Informer and the equipment on which the Informer is loaded or operating, as applicable. Customer shall also use reasonable efforts to verify, re-create, and resolve any problem prior to contacting Entrinsik, including by confirming that the problem does not reside in hardware, networking, or third-party software, and by consulting the relevant documentation.

Customer agrees that Entrinsik may use any feedback regarding any suggested improvements to Informer provided by Customer or any Customer or any Customer end user for any purpose, including without limitation to modify, supplement, or improve Informer, without payment or compensation to Customer or any Customer or end user.

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PART B – AVAILABILITY SLA FOR INFORMER CLOUD

1. Definitions

"Availability" means the time period that the Informer Cloud is available to Customer to use for business purposes. Availability is calculated as follows (and will be rounded to up to the next one hundredth of a percentage point):

[(Base Time – Unscheduled Downtime) / (Base Time)] x 100

"Base Time" means the product of the number of days in the applicable month times 24 hours times 60 minutes, subtracting Maintenance Downtime.

"Instance" means a distinct multi-tenant Kubernetes deployment of Informer

"Maintenance Downtime" means the aggregate total of all minutes of maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Maintenance Downtime includes downtime arising from agreed support operations and product additions and modifications.

"Tenant" means a named and sandboxed subset of an instance. Generally, one per customer.

"Supporting Service" means one of: Elasticsearch, Redis, or Postgres. These are services necessary for the operation of Informer Cloud but are not hosted by Entrinsik itself.

"Unscheduled Downtime" means the time (in minutes) during which the Informer Cloud is not operational, i.e., not responding to requests (excluding Maintenance Downtime) from Entrinsik's or its hosting provider's facility internet connection based on the measuring methodology documented herein.

"VPC" or "Virtual Private Cloud" means a set of servers and services hosted in an AWS region that makes up part of the Informer Cloud infrastructure.

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"AWS" means Amazon Web Services, the cloud infrastructure provider used by Entrinsik to host Informer Cloud.

2. Availability

Entrinsik will use best commercial efforts to meet the following Availability SLA:

Metric	Commitment	Measurement
Availability	99.5%	Tracked via Uptime in the Elastic Stack.

3. Exceptions and Limitations

The following is a list of circumstances where Entrinsik's commitments to Availability are not applicable.

- If AWS is experiencing downtime in the region(s) hosting Informer Cloud, Entrinsik may not be able to meet its availability commitment as the resolution is outside of Entrinsik's control.
- Denial of Service attacks represent a threat that no amount of preparation can completely protect against. While protections are in place, Entrinsik cannot commit that its availability target will be maintained during such an attack.
- Periods of Maintenance Downtime do not count against Entrinsik's availability commitment.
- Force majeure events (items outside of Entrinsik's reasonable control) as defined in the Agreement;
- Failure of access circuits to the Entrinsik network, unless such failure is caused solely by Entrinsik;
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by Customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc.), and any negligence, willful misconduct, or misuse of Informer Cloud;
- Outages elsewhere on the Internet that hinder access to Customer's account. Entrinsik is not responsible for browser or DNS caching that may make Informer appear inaccessible when others can still access it. Entrinsik will guarantee only those areas considered under the control of the Informer Cloud;
- Use of a VPN or similar connection which is not exclusively within Entrinsik's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Entrinsik's control.

4. Maintenance Downtime

Entrinsik will use commercially reasonable efforts to perform Maintenance Downtime after regular business hours, specifically between 9:00 pm Eastern time on Friday and 7:00 am Eastern time on Monday. Generally, Entrinsik will notify Customer at least 12 hours prior to the Maintenance Downtime. In some cases, such as to address urgent security issues, prior notice of Maintenance Downtime is not possible. Customer will cooperate and reasonably assist Entrinsik as needed in connection with Entrinsik's maintenance activity.

5. Backup and Disaster Recovery

Entrinsik has adopted and will maintain commercially reasonable disaster recovery plans for the Informer Cloud.

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The Informer Cloud and the Software is housed at Amazon Web Services' secure data centers in separate availability zones in the USA with 24/7 physical security and monitoring. Data in the Informer Cloud is replicated in real-time to a failover server in a separate region in the USA and is backed up daily offsite with a 30-day retention policy, and on-machine backups occur each night. Sample restorations are performed several times a year.

Customer Data is replicated in real time to a separate datacenter location in the USA for both the UI and database servers. Both the data and application servers will independently failover to redundant servers in different locations in the USA. Failover generally takes less than one hour.

6. Infrastructure

Entrinsik will provide all infrastructure and system software required to deliver the Informer Cloud. Entrinsik may utilize subservice providers at its discretion to assist in maintaining such items. Customer remains solely responsible for maintaining Customer's systems that interact with the Informer Cloud environment.

Entrinsik's automated monitoring and intrusion detection software, Zabbix & OSSEC, sends alerts and notifications on the health of the Informer Cloud and if issues are detected with the Informer Cloud; for example, downtime, disk space, CPU usage, etc. These automated alerts go to Entrinsik's technical support team 24 hours a day to help maintain availability, or to take appropriate action.

7. Responsibilities

Below are the specific responsibilities that apply to both Customer and Entrinsik concerning onboarding, day-to-day usage, and offboarding of the Informer Cloud:

Responsibility	Customer	Entrinsik
Onboarding	a) If applicable, open firewall to traffic originating from Informer Cloud. b) Provide Entrinsik with public key used for SSH tunnels if Customer elects to use them for on-premises connectivity.	a) Provide Customer with list of source IP addresses that will be used to identify Informer Cloud traffic. b) Provide documentation and/or training on SSH tunnel setup process and register Customer's public key for use with aforementioned SSH tunnels. c) Create instance or tenant for Customer's exclusive use on Informer Cloud. d) Provide to Customer the URL, username, and password information needed to connect to said instance or tenant.
Day-to-Day Usage	a) Customer will not use Informer Cloud resources for illegal or nefarious purposes. b) Customer will refrain from activity that endangers the stability of shared cloud resources. c) Customer will provide Entrinsik with at least 24 hours' notice of any planned activity relating to the Informer Cloud that will require more than the usual	a) Entrinsik will provide support for day-to-day operations in accordance with the other sections of this SLA b) Entrinsik will use reasonable efforts to ensure that the resources available to Informer Cloud are adequate for the needs of Customer as discussed before and during the signing of the Agreement.

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	amount of resources to complete, and refrain from that activity until given permission from Entrinsik.	c) Entrinsik will keep the Informer software up to date. Informer Cloud will typically receive an upgrade to the latest generally available version of Informer a business week after that version's release. d) If notified of planned activity that requires resources in excess of resources contemplated by the Agreement, Entrinsik will discuss with Customer about the scope and cost of those resource requirements in a timely manner to allow for said activity.
Offboarding	a) If Customer desires a final copy of their data and/or metadata as part of their offboarding, they will provide Entrinsik with use of a network or cloud storage solution of Customer's choice with space sufficient for the data. b) Customer will delete and/or destroy any keys, passwords, certificates, and other credentials associated with Informer Cloud.	a) Entrinsik will provide a final copy of Customer's data and metadata within 14 days of being given the relevant storage solution information. b) After confirmation of receipt of the above-mentioned data, Entrinsik will securely remove Customer's data and metadata from Informer Cloud and its supporting services. Note: This process will be irreversible, and availability of the final copy of data and metadata is Customer's sole responsibility.

8. Service Management

All administration and other settings available through the Informer user interface are managed by Customer with support available as outlined in this SLA. Settings not available through the Informer user interface such as those dealing with server resources and configuration are by Entrinsik and governed by the provisions of the Agreement and by Entrinsik's policies surrounding data security, certification compliance, etc.

Exhibit C

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Notice Of Intent To Sole Source By: Lander University

Ad Category: Sole Source and Emergency

Notice Start Date: March 23, 2026

Notice End Date: April 7, 2026

Vendor Name: Entrinsik Inc.

Contract Amount: 150,000

Agency Procurement Manager: Zachary Kennedy

Agency Procurement Manager Email: zkennedy@lander.edu

Agency Procurement Manager Telephone#: 864-388-8242

The Agency hereby provides notice that it intends to enter into a sole source contract per S.C. Code Ann. §11-35-1560 with Vendor for the following supplies, services, information technology, or construction:

Lander University requires a centralized reporting platform to standardize operation, academic, and financial reporting. The platform must provide data integrity and source data directly from Ellucian Banner system and related programs like StarRez and Slate.

Agency's justification for a sole source procurement may be viewed or immediately obtained at: Agency Procurement Manager (Listed Above)

PROTESTS:
Any actual or prospective bidder, offeror, contractor, or subcontractor aggrieved in connection with the intended award or award of this sole source contract, shall notify the appropriate chief Procurement officer in writing of its intent to protest within five (5) business days of the date this notice is posted. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this sole source contract and has timely notified the appropriate chief procurement officer of its intent to protest, may protest to the appropriate chief procurement officer in the manner set forth below within fifteen days of the date this notice is posted; except that a matter that could have been raised as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.
A protest must be in writing, filed with the appropriate chief procurement officer, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. The protest must be received by the appropriate chief procurement officer within the time provided above. Days are calculated as provided in S.C. Code Ann. § 11-35-310(13).

Any Notice Of Intent To Protest And Protest Must Be Addressed To: Information Technology Management Officer

Exhibit D

LANDER UNIVERSITY OFFICE OF PROCUREMENT SERVICES	**Request for Proposal**	Solicitation Number Date Issued Procurement Officer Phone E-Mail Address Mailing Address:	RFP-SP-585-10-22-2026 09/24/2026 *Scott Pilgrim* *(864) 388-8698* *spilgrim@lander.edu* Lander University 320 Stanley Avenue Greenwood, SC 29649

DESCRIPTION: **Integrated Enterprise Reporting and Information Management Platform**

SUBMIT OFFER BY (Opening Date/Time): **10/22/2026 3:00 pm EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/09/2026 5:00 pm EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original hard-copy Technical Proposal, one (1) electronic Technical Proposal, one (1) redacted electronic Technical Proposal (if applicable), one (1) original hard-copy Business/Price Proposal, and one (1) electronic Business/Price Proposal.**

See Section II. A "DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA, Section II. B "Electronic Copies- Required Media and Format" **Initial here_____ if a redacted copy is NOT necessary.** (See "Submitting Your Offer" provision)

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. (See "Submitting Your Offer" provision)	
SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS: Lander University Procurement Services CPO 6023 Greenwood, S.C. 29649	PHYSICAL ADDRESS: 204 W Henrietta Ave Building FO 2, Room 212 Greenwood, S.C. 29649
CONFERENCE TYPE: **N/A** DATE & TIME: **N/A** **As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions**	LOCATION: **N/A**
AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on **11/05/2026.** The award, this solicitation, and any amendments will be posted at the following web address: http://www.lander.edu/solicitations
You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred eighty (180) calendar days after the Opening Date. (See "Signing Your Offer" provision.)	
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.)	DATE SIGNED
TITLE (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
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.) ___ Sole Proprietorship ___ Partnership ___ Other_____ ___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) __ Government entity (federal, state, or local)	

PAGE TWO

(Return Page Two with Your Offer)

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)
____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

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

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

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

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): DO NOT APPLY PER SC CONSOLIDATED PROCUREMENT CODE [11-35-1524(E)(5)]

End of PAGE TWO

Solicitation Outline

I. Scope of Solicitation
II. Instructions to Offerors
A. General Instructions
B. Special Instructions
III. Scope of Work / Specifications
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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (MODIFIED)

Lander University is soliciting proposals from qualified offerors to provide a commercial off-the-shelf enterprise-level reporting and analytics platform to provide mission critical reporting functions. The intent of this RFP is to procure a secure, scalable, and standardized reporting and information management solution that supports institutional reporting needs, improves access to data, and enhances data-driven decision-making for enrollment management, academic operations, student housing, accreditation, compliance, and executive operations, in accordance with State procurement regulations as specified herein.

The anticipated contract term shall include an initial implementation period followed by a base contract term of three (3) years with two (2) optional one (1) year renewal periods, subject to State procurement regulations, satisfactory performance, and availability of funds.

MAXIMUM CONTRACT PERIOD – ESTIMATED (January 2006)

Start date: 11/05/26 End date: 11/04/2031. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date/Initial Contract Period". [01-1040-1]

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.
AMENDMENT means a document issued to supplement the original solicitation document.
AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.
BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(5)]
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11- 35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.
US or WE means the using governmental unit.
USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Contract," either optional or mandatory, the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Contract."
WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-4]

AMENDMENTS TO SOLICITATION (MODIFIED)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (MAR 2024)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

BID / PROPOSAL AS OFFER TO CONTRACT (MODIFIED)

By submitting Your Bid or Proposal, You are offering to enter into a contract with Lander University. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH & DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

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

(a) By submitting an offer, the offeror certifies that- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered. (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (b) Each signature on the offer is considered to be a certification by the signatory that the signatory- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal]; (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification. (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

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), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non responsible.(d) Nothing contained in the foregoing shall be construed

to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.[02-2A035-1

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: http://www.scstatehouse.gov/code/statmast.php

The South Carolina Regulations are available at: http://www.scstatehouse.gov/coderegs/statmast.php
[02-2A040-2]

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

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)
You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.
If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

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

MULTIPLE OFFERS (MAR 2024)

Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1

PRICING (MODIFIED)

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to Lander cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. Lander will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-2]

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (MAY 2024)

(a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to spilgrim@lander.edu . If a protest is pending, the protestant's lawyer may access

otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.
(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, *unless otherwise approved in writing by the Procurement Officer*. All communications must be solely with the Procurement Officer. [R. 19-445.2010]
(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date***. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question**. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

SUBMISSION OF QUESTIONS

NOTE: All questions must be in writing and received by email with the Solicitation number referenced in the Subject Line to the appropriate procurement officer no later than the date stated on the Cover Page of this Solicitation or as may be revised on any proceeding Amendments to this Solicitation.

From the issue date of this RFP until a determination is made regarding the selection of a supplier, all contacts concerning this RFP must be made through the Procurement Officer. Any violation of this condition is cause for the University to reject a supplier's proposal. If it is later discovered that any violations have occurred, the University may reject any proposal.

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 (MAR 2024)

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

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the 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://www.scemd.org [02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)

According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.
By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected," (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.
If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.
Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.
On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of

Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words “TRADE SECRET” every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word “PROTECTED” every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.
(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “Protected.” By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as “Confidential” or “Trade Secret” or “Protected.” (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (MODIFIED)

Paper offers are required. You must submit a paper offer or modification and the following instructions apply. (a) 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). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder.
If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

VENDOR REGISTRATION MANDATORY (MAY 2024)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then 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. Note that your vendor registration submission may take up to 30 days to process due to high numbers of registrants. Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate “Update vendor number” with your existing 10-digit vendor number. (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 South Carolina Business One Stop, http://scbos.sc.gov) [02-2A145-2]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

CONTENTS OF OFFER (RFP) (FEB 2015)

(a) Offers should be complete and carefully worded and should convey all of the information requested.
(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

DEMONSTRATION REQUIREMENTS

Proposals will be evaluated based on a two-phase process designed to ensure fairness, transparency, and alignment with Lander University's goals. The responsive Offerors whose Phase I score is within ten (10) points of the highest scoring proposal will be required to participate in Phase II Demonstrations of their proposal to clarify or verify the contents and the representations made therein. The University anticipates inviting Offerors whose proposals are reasonably susceptible of being selected for award to participate in Phase II Demonstrations.

Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with Lander University or its employees during a demonstration will not violate the restrictions applicable to Offerors. The demonstration will be held in person at 320 Stanley Avenue, Greenwood, SC 29649, or through Skype, Webex, or other online platform. Any expenses incurred by the Offeror are the Offeror's sole responsibility. **We will notify Offerors as quickly as possible to schedule specific dates and times.**

Note that the week of October 26, 2026 is tentatively scheduled for the demonstrations. Offerors should reserve those dates. The Procurement Officer will notify the responsive Offerors as quickly as possible to schedule a specific date and time.

a. The activities of the Offeror are limited to a demonstration of the system proposed and described in the Offeror's written proposal.
b. Evaluators may ask questions pertaining to the Offeror's demonstration at the conclusion. The Offeror's answers are restricted to statements of facts. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State.
c. Demonstrations shall be limited to clarification and verification of information contained in the written proposal and shall not be used to materially modify a proposal..
d. Negotiation is not permitted at this stage in the procurement process.
e. The demonstration should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.
f. The demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
g. Refer to the demonstration outline in Attachment G for an outline of the required demonstration. Please prepare to present on the items listed in the demonstration script.
h. The time allotted for the demonstration shall not exceed 1 hour, which includes the presentation and further clarifications/questions and answers.
i. Offerors will present their demonstration in real time.

ELECTRONIC COPIES –REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

MAIL PICKUP: Lander University gets mail delivery from The US Postal Service once daily around 11:00 AM (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. **- ******NOTICE for bids arriving by US Postal Service – consider the bid opening time and the late arrival of mail to Lander.**

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

PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing (a) by email to protest-itmo@itmo.sc.gov , or (b) by post or delivery to 1333 Main Street, Suite 700, Columbia, SC 29201

III. SCOPE OF WORK / SPECIFICATIONS

Lander University is soliciting proposals from qualified offerors to provide a commercial off-the-shelf enterprise-level reporting and analytics platform to provide mission critical reporting functions. The intent of this RFP is to procure a secure, scalable, and standardized reporting and information management solution that supports institutional reporting needs, improves access to data, and enhances data-driven decision-making for enrollment management, academic operations, student housing, accreditation, compliance, and executive operations, in accordance with State procurement regulations as specified herein.*

The anticipated contract term shall include an initial implementation period followed by a base contract term of three (3) years with two (2) optional one (1) year renewal periods, subject to State procurement regulations, satisfactory performance, and availability of funds

A. Background

The Agency currently utilizes multiple systems and data sources that require consolidated, consistent, and governed reporting capabilities. This solicitation seeks to streamline enterprise reporting by implementing a single platform capable of serving executive, operational, financial, and analytical reporting needs while integrating with existing systems. The existing systems that this solution will need to fully integrate with include, but are not limited to Ellucian Banner (ERP), Slate (SIS), StarRez (student housing), and other core institutional systems while maintaining data integrity, role-based security, auditability, and consistent institutional definitions.

B. Scope of Work

The selected contractor must provide all labor, software, licensing/subscription, implementation, and support services necessary to deliver a fully functional enterprise reporting platform. The scope includes, but is not limited to:

1. Software licensing or subscription services
2. System implementation and configuration
3. Integration with State-authorized data sources and systems
4. Security and role-based access configuration
5. Knowledge transfer and training
6. Maintenance and ongoing support services

C. Minimum Mandatory Functional Requirements

The proposed solution must meet the following minimum requirements:

1. Enterprise-level reporting and dashboard functionality
2. Self-service reporting capabilities for authorized users
3. Scheduling Engine for automated report scheduling and distribution
4. Ad hoc query, drill-down, and data visualization tools

5. Build drag-and-drop dashboards, schedule report delivery, and automate IPEDS exports.

6. Authorized Lander users shall be able to create and modify standard reports without requiring SQL programming knowledge.

7. Seamless Integration with multiple data sources (e.g., financial, HR, operational systems)

8. Role-based security consistent with regulations, best practices, and State data governance standards.

D. <u>Technical, Security, and Compliance Requirements</u>

The University has determined that direct operational reporting against the Banner ERP environment is required to support time-sensitive institutional reporting needs. Solutions requiring implementation of a separate enterprise data warehouse, extensive data replication architecture, or significant custom middleware deployment do not satisfy the University's operational requirements due to increased cost, implementation complexity, maintenance burden, reporting latency, and ongoing administrative overhead. Accordingly, Offerors must propose a solution capable of providing operational reporting directly against Banner and related institutional systems while maintaining data integrity, security, and governance controls.

The solution must:

1. Be an enterprise reporting platform with established production deployments providing operational reporting directly against Ellucian Banner without requiring implementation of a new institutional data warehouse as a prerequisite for core reporting functionality.

2. Be delivered as a fully vendor-hosted, cloud-based service (SaaS). No on-premises infrastructure deployment or local server installation shall be required from the University for core operations.

3. Have its own cloud architecture, metadata model, report catalog, advanced analytics, API access and user-level security framework

4. Comply with applicable State of South Carolina security, data privacy, and records retention requirements

5. Support accessibility standards applicable to State systems (e.g., Section 508 / WCAG, where applicable)

6. Demonstrate scalability, availability, and disaster recovery capabilities

7. Integrate with the Lander's enterprise architecture and identity management frameworks, as applicable

8. Provide data integrity and source data directly from the Ellucian Banner system and related systems as noted

9. Have embedded role-based access control, auditing, scheduling, and governance workflows with the ability to align with the University's security and compliance requirements.

10. As part of implementation, the vendor must work with the University to identify and recreate a core set of existing datasets/reports/dashboards from the legacy system in the new platform. These initial mission-critical reports will be delivered as part of go-live to ensure continuity of service.

*Lander University will own all data associated with this effort, including user information and log data. Respondent may not use data in any way other than to serve Lander.

E. <u>Transition-Out Requirements</u>

At contract termination or expiration, the vendor must provide all University data and report definitions in a usable format and offer reasonable transition assistance to a successor solution (if needed), to ensure continuity and no loss of institutional knowledge.

F. Deliverables

Deliverables must include:

1. A fully deployed and operational enterprise reporting platform
2. Configured integrations with approved data sources
3. Initial suite of standardized enterprise reports and dashboards
4. System documentation and user manuals
5. Administrator and end-user training
6. Ongoing maintenance and support services

IV. INFORMATION FOR OFFERORS TO SUBMIT

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:

1. TECHNICAL RESPONSE - SOLUTION & METHODOLOGY

A. Provide a point-by-point response to each requirement in Section III, Parts B-F, in the same order as outlined in Section III. Each response must have two parts. The first part of the response must clearly indicate whether the Offeror's proposed solution either "Meets Requirement" or "Exceeds Requirement"*. For the second part of the response, Offerors must explain in detail the method used to meet and/or exceed each requirement. It is very important to state the requirement from Section III and provide the two-part response immediately below it. *Offerors will not receive additional evaluation credit merely for stating a requirement is exceeded.

B. Submit a complete, signed copy of Attachment F - Service Provider Security Assessment Questionnaire.

C. Describe your customer support.

D. Provide an example of the solution's reporting capability.

2. IMPLEMENTATION, INTEGRATION & PROJECT MANAGEMENT

A. The Proposer must provide a detailed implementation plan that describes how it will provide a solution that meets the technical requirements outlined in above. The Implementation Plan should also address the following areas:

1. Please describe your call center/customer service operations and technology (location, staffing, dedicated service lines, hours of operation, training, metrics tracked, and reporting capabilities).
   i. Number of dedicated resources to provide onsite support and training.
   ii. Number of dedicated call center representatives to provide assistance and support over the phone
   iii. Anticipated average response time for customer inquiries

2. Describe the steps your company takes to secure customer data, including encryption standards and methods supported.

3. How many users are able to access your site at a single time?

4. How often is the product updated? Provide a Product Roadmap for upcoming enhancements and changes to the product if applicable.

5. Describe product functionality that accommodates individuals with disabilities.

6. Provide minimum technical requirements for the product.

7. Is product optimized to work on a mobile or tablet device?

8. Does the proposer offer guaranteed uptime for the product?

9. How does the Proposer ensure maintenance and upgrades to its systems do not adversely affect Lander solution?

10. Describe the reporting functionality out of the system.

11. Provide detailed timeline of all key project activities and major milestones leading up to launch date.

B. Project Management Plan

1. Please detail your Implementation and Deployment Plan to include:
   - A detailed implementation approach.
   - A project schedule showing phases, milestones, tasks, dependencies, and estimated completion dates.
   - Major project deliverables by phase.
   - Resource requirements and staffing assumptions.
   - Required support and participation from Lander University personnel.
   - A description of deployment, cutover, stabilization, and transition-to-support activities.

2. Please detail your project management methodology and describe where you have used it on comparable projects. Show examples of how the methodology is appropriate for management projects of this size, scope and complexity. Please detail any tools and templates that it contains which provide you with a competitive advantage for efficient and effective management of the project.

3. Please describe your status reporting process. Detail the process at the individual, team, and executive levels for both the implementation phase as well as post-implementation. This should include meetings as well as documented reporting.

4. Clearly define your risk management approach. Show where this approach has proven successful on similar projects. Additionally, please describe the most common risks you encounter on comparable projects (functional and technical) and detail a typical mitigation strategy for each one.

5. Clearly define your issues management approach. Provide a description (or example) of the tools and processes you employ to effectively identify, track, escalate, and resolve issues.

6. Clearly define your approach for managing scope. Provide a description of the process for managing, investigating, tracking, and closing change requests. Additionally, detail the process for assessing impact to cost, schedule, and resources. Please provide approximate figures for number of scope changes and financial impact on comparable projects.

7. Lander University recognizes that a detailed Training and Knowledge Transfer effort are critical to the success of this project. Your proposed approach should include at least the following:
   a. Process to determine training needs
   b. Method, schedule, and timeline to deliver training
   c. Knowledge transfer strategy, including description of end state roles and responsibilities
   d. Metrics, tools and processes to ensure knowledge transfer has occurred

8. Lander University requests that all respondents include recommendation of Post Implementation Support in their RFP responses. The implementation plan must include key project team lead and members by name, title, and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel must be included.

3. QUALIFICATIONS, EXPERIENCE & PAST PERFORMANCE

A. Provide background information pertaining to your firm including a brief overview of ownership, number of years in business (under its present business name), and size, including the number of full-time personnel employed by the Offeror in the last twelve months.
B. Provide client references regarding your experience in performing work that substantially is similar in size and scope to this project including three higher education institutions, state agencies, or public sector organizations (from your most recent clients within the United States) that your firm has provided services to in the past two years (that are similar in size and scope to the requirements herein) & the Offeror's project manager for each. Include name, address, telephone number and email address of the appropriate contact for each. At least three references from similar engagements must be positive.
C. Submit the number of customers that are actively using the proposed solution.
D. Briefly describe the role key staff will play and an indication of the percentage of their time that will be allotted to this contract.
E. Also indicate accessibility to those staff if offeror is awarded a contract and the availability of qualified personnel for implementation and ongoing support.
F. Demonstration of Certification as an official Ellucian partner - See QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015) clause 05-5010-2.
G. Information requested in "Subcontractor – Identification" provision

4. FINANCIAL COST PROPOSAL -See Section VIII

5. ESSENTIAL NON-EVALUATED ITEMS

A. Completed, signed Cover Page & Page Two
B. Completed "Offshore Contracting" provision
C. Provide a list of all necessary agreements to access and utilize any part of the proposed solution. This includes any agreements to access the overall system, end-user licensing agreements, or any other contractually binding agreement that is required to access or use the systems offered in your proposal. For each listed agreement, Offeror must give a brief synopsis of its purpose and specify all parties (Offeror, Cloud Provider, third-party vendor name, UGU, etc.) who will be bound by such agreement(s). **DO NOT PROVIDE THE ACTUAL AGREEMENTS WITH YOUR OFFER.** These agreements will be requested from the highest ranked Offerors per the "Pre-Condition of Award" provision in Section VI. [04-4005-1]
D. Attachments under Section IX as applicable

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015)

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

PROPOSAL CONTENTS: To be considered for award, all proposals should include, as a minimum, the following information. All information should be presented in the order listed.

- A Submittal Letter: Clearly identifying the following information and be signed by an individual authorized to sign contracts on behalf of the Offeror.
    1. Full name and address of the organization
    2. Date established
    3. Ownership (public company, partnership, subsidiary, parent company)
    4. Primary business
    5. Name and position of the person who will have ultimate responsibility and accountability for this Contract, and act on behalf of the Offeror
    6. The email address to send all notices relative to a contract and the name of the individual to whom notices should be addressed

7. A statement indicating that the Offeror is licensed to do business in South Carolina (include license number) or, that business licensure is not required.

- Responses to all items in Section III.
- Cost Proposal: Lander University is seeking pricing associated with your recommendation that will cover all aspects of the solution you propose.
- References as requested.

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 contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.
[04-4020-1]

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE -REQUIRED (FEB 2015)

[ASK QUESTIONS NOW: If you have a properly qualified third-party report or certification you believe we should accept in lieu of those identified in item (b), submit a question identifying same pursuant to the clause titled Questions from Offerors.]The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security –Definitions. [04-4027-1]

SUBMITTING REDACTED OFFERS (MAR 2015)

If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested

information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015): (a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

At the time of proposal submission, the Offeror must be a **Certified Ellucian Partner** authorized by Ellucian Company L.P. to provide implementation, configuration, integration, and ongoing support services for the Ellucian products specified in this solicitation. Certification status must be current and verifiable directly with Ellucian and must be maintained throughout the life of the contract.

Verification
The Agency reserves the right to verify certification status directly with Ellucian at any time prior to award and to require submission of documentation sufficient to demonstrate compliance with this special standard.

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

Determinations of responsibility will be made in accordance with the **South Carolina Consolidated Procurement Code** and applicable regulations.

SUBCONTRACTOR – IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA –PROPOSALS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the University may elect to conduct discussions, including the possibility of limited proposal

revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the University may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The University may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the University may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

NEGOTIATIONS: The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked Offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked Offerors to such level of ranking as determined by the Procurement Officer.

EVALUATION FACTORS –PROPOSALS (JAN 2006)

Offers will be evaluated using only the factors stated below. The relative importance of evaluation factors is reflected in the point values assigned below. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.[06-6065-1]

Proposal Evaluation and Award -Proposals will be evaluated based on a two-phase process designed to ensure fairness, transparency, and alignment with Lander University's goals

Phase I: Written Proposal Evaluation (90 Points)
Only written proposals will be evaluated during Phase 1.

Phase II: Demonstration

The responsive Offerors whose Phase I score is within ten (10) points of the highest scoring proposal will be invited to participate in Phase II Demonstrations.

During Phase I, each proposal will be reviewed and scored using the following rubric:

Phase I Evaluation Factors	Maximum Points
Technical Response – Solution & Methodology The completeness and suitability of the Offeror's proposed functional and technical solutions to meet or exceed the requirements of this RFP; includes clear functional and technical capabilities to fulfill the requirements, the level of technical support available through an annual maintenance contract and a timeline for the technical solution and level of training to be provided.	**40**
Implementation, Integration & Project Management Implementation Plan & Timeline, Integration Strategy (with ERP and existing systems as noted), Risk Mitigation, Communication, and Change Management	**25**
Qualifications, Experience & Past Performance Experience, ability to perform, availability of qualified personnel for implementation and ongoing support, references.	**15**
Financial Cost Proposal (Offeror must submit as a separate document from the Technical Proposal) The detailed explanation and schedule of all fees and cost that will be applicable in order to perform all services listed under the Scope of Work of this RFP, as well as any other services offered under this requirement to provide, deliver, implement, train and support an integrated system for Lander University.	**10**
Total	**90**

Phase II Evaluation Factor	Maximum Points
Final Presentation/Demonstration (see attachment G) Demonstrated ability of the proposed solution and project team to satisfy the functional requirements of the solicitation, demonstrate required workflows, and effectively support the University's operational reporting objectives.	**10**

presented during live demo.	

Demonstration scores will be added to the Phase I scores to establish final rankings

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the University shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)

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

CONTRACT ADMINISTRATION

Questions or problems arising after award of this order shall be directed to Lander University, Procurement Services, 320 Stanley Ave, Greenwood SC 29649. The office of Procurement Services is located in Facilities Operations, 204 W Henrietta Ave, Greenwood, SC.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)

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

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. The terms and conditions of documents (1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect. No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-3]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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. 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 (MAY 2024)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as

otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the University to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (MAY 2024)

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

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

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

PAYMENT & INTEREST (FEB 2021)

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

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to 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

BANKRUPTCY –GOVERNMENT INFORMATION (FEB 2015)

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

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]

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]

CONTRACTOR'S LIABILITY INSURANCE -GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.(b) Coverage shall be at least as broad as:(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed

operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it. (e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.[07-7B056-2]

CONTRACTOR'S LIABILITY INSURANCE –INFORMATION SECURITY AND PRIVACY (FEB 2015)

[ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any offeror having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.](a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible. (b) Coverage must include claims for:(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;(ii) privacy risks, including (A) failure to properly handle, manage, store, dispose of, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss of, unauthorized access to, or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification -Third Party Claims –Disclosure Of Information" and "Information Use And Disclosure;" and(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)(e) Coverage shall have limits no less than five million ($5,000,000.00) dollars per occurrence and ten million ($10,000,000.00) dollars aggregate.(f) If the insurance

required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.(i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.(k) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.(l) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

CONTRACTOR PERSONNEL (MODIFIED)

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. The Contractor certifies that its employees, volunteers, and participants are not registered sex offenders and have not been convicted of a felony. The Contractor will be responsible for compliance with Title IX and Title VII of federal civil rights laws while on University property or while conducting associated activities off University property. Failure to comply with the above may result in unilateral and immediate revocation of this contract. The use of all tobacco products is prohibited in or on all University property. Tobacco products include all forms of tobacco and smoke-related products, including but not limited to, cigarettes, cigars, pipes, chewing tobacco, snuff, water pipes (hookahs), bidis, kreteks, smokeless tobacco, electronic cigarettes and other devices allowing for the ingestion, combustion, inhalation or other use of tobacco.

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]

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written

consent, except to the extent necessary to carry out the work. [07-7B067-1]

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]

ILLEGAL IMMIGRATION (NOV. 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011)

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

INDEMNIFICATION -THIRD PARTY CLAIMS –DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security -Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INDEMNIFICATION -INTELLECTUAL PROPERTY (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. [07-7B103-1]

INFORMATION SECURITY -DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause. Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract. Data means a subset of information in an electronic format that allows it to be retrieved or transmitted. Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information. Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request. Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract. Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier. Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work. Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

INFORMATION SECURITY -SAFEGUARDING REQUIREMENTS (FEB 2015)

(a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security –Definitions. In addition, as used in this clause—Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods. Intrusion means an unauthorized act of bypassing the security mechanisms of a system. Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, portable hard drives, "thumb" drives, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system. Safeguarding means measures or controls that are prescribed to protect information. Voice means all oral information regardless of transmission protocol.(b) Safeguarding Information. Without limiting any other legal

or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor stall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.(c) Safeguarding requirements and procedures. Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:(1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment. (3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/ publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.(7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.(d) Subcontracts. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.(e) Other contractual requirements regarding the safeguarding of information. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

INFORMATION SECURITY –LOCATION OF DATA (FEB 2015)

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security -Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.(a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security –Definitions.(b) Legal mandates. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.(c) Flow down. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any

other person or entity that contractor authorizes to take action related to government information.(d) Collecting Information. Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.(e) Rights, Disclosure and Use. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.(f) Return. Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).(g) Privacy Policy & Applicable Laws. Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure –Standards.(h) Actions Following Disclosure. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper us. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.(i) Survival & Remedy. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

INFORMATION USE AND DISCLOSURE –STANDARDS (FEB 2015)

To the extent applicable:(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits

and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

MATERIAL AND WORKMANSHIP (JAN 2006)

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

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

OWNERSHIP OF DATA & MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;(b) by unit prices specified in the Contract or subsequently agreed upon;(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;(d) in such other manner as the parties may mutually agree; or,(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

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

PRICE ADJUSTMENTS – LIMITED BY CPI “ALL ITEMS” (JAN 2006)

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

PRICING DATA –AUDIT –INSPECTION (JAN 2006)

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)

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

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

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

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (MODFIED)

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 three (3) years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and 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. [07-7B245-3]

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; Comments: (1) The contractual right to terminate for convenience may not be exercised in bad faith. S.C. Code Ann. Section 11-35-30 (requiring good faith in the performance of all contractual obligations). (2) Section 11-35-4310 states "(b) the contract may be terminated and the payment of such damages, if any, as may be provided in the contract, may be awarded." If a contract is terminated by the CPO or Panel, the termination should be effectuated by exercising any termination right granted by contract. (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to

require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.[07-7B265-1]

VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

PRICE PROPOSAL (JAN 2006)

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

Financial Cost Proposal

1. Offerors must submit pricing that is firm, fixed, and all-inclusive for the performance of all requirements set forth in this solicitation. Complete and submit the pricing tables below.

Year	**Proposed Cost**
1	**$**
2	**$**
3	**$**
4	**$**
5	**$**
Total 5-Year Cost	**$**

2. In addition to the total firm fixed price for each year, Offerors must provide a detailed cost breakdown identifying the major components comprising each proposed price. The cost breakdown must, at a minimum, include the following components, as applicable:
- SaaS / Platform Fees (including licensing, hosting, system access, maintenance, and support associated with the proposed enterprise reporting solution)
- Project Management Fees
- Training Fees (development and delivery)

Offerors may further subdivide components as necessary to accurately reflect their proposed approach.

Cost points will be awarded based upon the lowest evaluated total five-year cost proposal. The lowest cost proposal will receive the maximum points available, with other proposals receiving fewer points as follows.

Price Relationship to Lowest-Priced Proposal	Score
Lowest Price	10
Up to 5% Above Lowest Price	8
More than 5% and up to 10% Above Lowest Price	6
More than 10% and up to 15% Above Lowest Price	4
More than 15% Above Lowest Price	2

Evaluated Cost must be the total five-year cost submitted in the pricing schedule, including all implementation, licensing, subscription, training, maintenance, support, and other costs necessary to fully perform the contract.

PLEASE REFER TO COST ITEM OF THE PROPOSAL CONTENTS CLAUSE IN SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT

IX. ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS [09-9002-1] The following documents are attached to this solicitation:

Attachment A - VENDOR APPLICATION FORM
Attachment B - W-9
Attachment C - OPEN TRADE REPRESENTATION
Attachment D - DRUG-FREE WORKPLACE CERTIFICATION
Attachment E - NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
Attachment F – Security Assessment Questionnaire
Attachment G -Vendor Demonstration Outline
Attachment H- OFFEROR'S CHECKLIST (JUN 2007)

Attachment A

LANDER UNIVERSITY	VENDOR APPLICATION FORM	DO NOT WRITE HERE

THIS IS AN APPLICATION FOR NEW VENDORS OR EXISTING VENDORS TO REQUEST CHANGES TO THE INFORMATION ON FILE

SECTION 1 – VENDOR NAME/CONTACT

Company Name or Individual Name (as shown on your income tax return): _____

Address: _____ City: _____ State: ____ Zip Code: _____

Contact Name: _____ Contact Email: _____ Phone: _____

*****Submit your W-9 form with this application*****

SECTION 2 – DBA - If you have a "Doing Business As" name, please include it here. If not applicable, disregard

Doing Business As (DBA) Name: _____

Address: _____ City: _____ State: ____ Zip Code: _____

SECTION 3 – PURCHASE ORDER and REMITTANCE ADDRESS (if different)

Purchase orders should be sent to:	**Remittance (payments) should be sent to:**
Address: _____	Address: _____
City: _____ State: ____ Zip Code: _____	City: _____ State: ____ Zip Code: _____
Email: _____	Email: _____

SECTION 4 – OTHER

South Carolina State Vendor Number: _____

South Carolina Small Business and Minority Business Certification Number: _____ Expiration Date: _____

SECTION 5 – SIGNATURES:

_____
Printed Name of Individual Completing Form

_____ _____
Signature Date

SECTION 6 – TO BE COMPLETED BY THE PROCUREMENT SERVICES OFFICE:

Lander L# _____ New Vendor____ or Existing Vendor Change____

Procurement Keyed by: _____ Date_____

Questions should be directed to the Office of Procurement Services at procurement@lander.edu or 864-388-8276 | Page of

Attachment B

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Cat. No. 10231X Form **W-9** (Rev. 1-2005)

Attachment C

OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	[Not used]

Attachment D

I certify that we will comply with all requirements of Section 44-107-10, ET Seq., relating to the S.C. Drug-Free Workplace Act.

AUTHORIZED SIGNATURE	PRINTED NAME		DATE
COMPANY		STATE VENDOR NO. (IF KNOWN)	
MAILING ADDRESS		SOCIAL SECURITY OR FEDERAL TAX NO.	
CITY	STATE	ZIP CODE	PHONE
EMAIL ADDRESS (Please Provide)			PO#
ACCEPTED BY STATE OF SOUTH CAROLINA AS FOLLOWS:			
BUYER			DATE

MMO NO. 001 (REV 7/01)

Attachment E

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

I-312
(Rev. 6/26/01)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

   _____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
   Name: _____

   Address: _____

   _____ Receiving Rentals or Royalties From:
   Name: _____

   Address: _____

   _____ Beneficiary of Trusts and Estates:
   Name: _____

   Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
   ☐ The South Carolina Secretary of State or
   ☐ The South Carolina Department of Revenue
   Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

_____ (Seal) _____
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) Date

If Corporate officer state title: _____

_____
(Name - Please Print)

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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 803-898-5383.

Attachment F

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

Instructions: (1) Attach additional pages or documents as appropriate and make sure answers cross reference to the questions below. (2) As used in this Questionnaire, the phrase "government information" shall have the meaning defined in the clause titled "Information Security." (3) This Questionnaire must be read in conjunction with both of the following two clauses (a) Service Provider Security Assessment Questionnaire – Required, and (b) Service Provider Security Representation.

1. Describe your policies and procedures that ensure access to government information is limited to only those of your employees and contractors who require access to perform your proposed services.

2. Describe your disaster recovery and business continuity plans.

3. What safeguards and practices do you have in place to vet your employees and contractors who will have access to government information?

4. Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub -contractors.

5. List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all government information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the state with most recent and future versions of the applicable compliance certificate / audit report?

6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed or maintained.

7. Will government information be encrypted at rest? Will government information be encrypted when transmitted? Will government information be encrypted during data backups, and on backup media? Please elaborate.

8. Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of government information.

9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?

10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?

11. Describe your incident response policies and practices.

12. Identify any third party which will host or have access to government information.

Offeror's response to this questionnaire includes any other information submitted with its offer regarding information or data security.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION ON BEHALF OF CONTRACTOR:

By: _____
(authorized signature)

Its: _____
(printed name of person signing above)

_____
(title of person signing above)

Date: _____

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

Data Governance and Security - *Information Security Data Elements Checklist*

Lander requires that third-party contractors and partners protect and safeguard University information or information that's entrusted to the University. All contractors who transmit, access, process or store compliant data are required to agree to federal, state regulations as well as industry standards/best practices and Lander's standards and policies.

1. Will the offeror as a third party be: (Please Check all that apply)	☐Transmitting ☐ Accessing ☐ Processing ☐ Storing University Data
2. How many records will be involved?	☐ 250 ☐ 251-500 ☐ 501-1000 ☐ 1000+
3. Data elements to be transmitted, accessed, processed or stored by the Offeror.	☐ Social Security Numbers ☐ Driver's License Number or State ☐ Identification Card Number ☐ Personal Financial Information: Account #, Account Password, ☐ Personal Identification Number (PIN) ☐ DOD classified data, or special Sensitive Data ☐ Protected Health Information (PHI) ☐ Covered by insurance. ☐ Payment card data (credit or debit card) ☐ We will be using a third-party merchant account. ☐ Unsure what merchants will be used. ☐ Student information FERPA data or directory information that students have opted not to have released. ☐ Academic evaluations such as tests, scores, and transcripts. ☐ General counseling/advising records. ☐ Disciplinary records. ☐ Financial aid records, including loan collection records. ☐ Disability status/medical issues. ☐ Which SAQ does the offeror fill for PCI-DSS compliance? ☐ Any other University non-public data (Compliant or Business Sensitive) not shown above. Please Provide Examples:

Accessibility Requirements:

Since the solution would have end-user human interface (e.g., end-user device software component, web pages or sites, mobile device components, etc.), the offeror must submit one or both of the following assessments that users, instructors, system administrators, etc., are expected to interact with.

1. A current and accurate "Voluntary Product Accessibility Template", or VPAT, (see http://www.itic.org/public-policy/accessibility), to document products and/or services' conformance and deviations from Section 508 of the Rehabilitation Act of 1973.
2. A detailed description of the accessibility features that shows and explains compliance with and deviations from the guidelines of the "Web Content Accessibility Guidelines (WCAG) 2.0" published by www.w3.org.

General Information Technology Questionnaires:

The system requirements should reflect delivered/"out-of-the-box" functionality. Offerors must indicate if modifications, additional product costs or if any other accommodations would be necessary to meet any of the requirements. Additional costs, customizations or upgrades must be provided, detailing the costs and item descriptions. Costs will include any one-time/initial costs as well as ongoing annual support costs.

1. SaaS/hosted/cloud solutions	a. Please list normal scheduled downtime frequency, uptime percentage, standard day/time openings, etc. b. Please describe the minimum desktop workstation hardware and software requirements required by the solution. c. Please describe details of network communications required between the solution and other solution including University systems. d. Please describe deployment instances of the environment (e.g., test, development and production). Are all of the instances available to Lander? If yes, detail the types of instances and how access would be provided. e. Please reference the vendor SLA (Service Level Agreement) support requests.
2. Solution components that are provided by third-party partners, including OEM software, hosting, internal application network, etc.	a. Please describe the main technologies for the components. b. Please provide third-party technology partner(s) name(s), address(es) and contact(s). c. Please explain additional costs or fees associated with the referenced components.
3. Practices and policies related to data stored by this solution	a. Please describe how data will be "completely erased" upon the contract termination. b. Please clarify data ownership rights and responsibilities of the parties and provisions for Lander obtaining the data as needed. c. Please indicate types of data stored especially if any data is protected (e.g., HIPAA, FERPA,

	etc.). d. Please indicate how long data is stored or archived. e. Please describe the technology, practices and policies you have in place that would protect Lander data from unauthorized access and use. f. Please indicate how full data sanitization is completed to ensure the integrity of imported data?
4. Business continuity and disaster recovery management practices	b. Please describe the strategies to minimize downtime in the event of a catastrophic failure of the hosting environment(s) or components. c. Would Lander experience any loss of data as a result of downtime, system problems or catastrophic failure? If yes, describe the situations that could result in loss of Lander data. d. How much downtime should Lander expect for a catastrophic failure?
5. Provide detailed information regarding browser requirements for the proposed solution to meet the functionality and system requirements, including any specific required versions and/or add-ins.	
6. Describe the mobile capabilities available with the proposed solution	a. Please indicate supported mobile platforms. b. Please describe implementation of mobile capabilities (i.e. mobile-enabled, apps, etc.) c. Please explain how and when mobile updates provided. d. Please explain how you ensure that all mobile interfaces to your solution comply with disability accessibility requirements such as Section 508 and/or WCAG2.0.
7. Does the solution provide data exports for upload to Lander systems? If so, please describe the types of information exported and the process employed.	
8. Can the solution automate data importing and exporting?	
9. Does the solution come with a comprehensive data dictionary of the database?	
10. Identity Management System	a. If the solution integrates with identity management systems, please describe the delivery mechanism of this component. b. Does the solution offer capabilities to use Azure ADFS? c. Please describe the SSO implementation requirements. d. Does the solution deliver an API that would allow for the remote management of user authorization data? If yes, please describe how.
11. Please describe the ongoing functions to be performed by Lander system and application administrators? 12. Does the solution need a full-time staff member to be administered and maintained?	
13. What is the maximum number of logged in concurrent users can the solution support? How does the system define concurrent users?	

Data Governance and Security - Interface Data Exchange Requirements:

Transfer of data will must be accomplished only via using secure methods such as, but not limited to HTTPS and SSH/SFTP. Offerors must provide secure file transfer solutions and may recommend alternative processes if they would be beneficial to Lander. Alternatives must be described in detail and are subject to Lander's approval. For all proposed transmission methods, the offerors must provide the technical requirements, processing transactions, a detailed description of security and authorization processes and requirements, forms, encryption or authentication requirements, and devices or digital certificates, alternatives available if the standard transmission method fails, plus a disclosure on any software limitations on file sizes or numbers of records in a batch.

Requirements should reflect delivered/"out-of-the-box" functionality. Offerors must indicate if system modifications, additional product or costs or if any other accommodations would be necessary to meet any requirement. Additional costs customizations or upgrades must be provided in details.

Technical Interface Data Exchange:

1. The proposed solution must interface with an online payment processing gateway for eCommerce services such as online payments. The proposed solution must be able to interface seamlessly with the University's payment card processor TouchNet payment systems and compatible with payment platforms if needed.	a. Is the proposed solution an existing TouchNet partner? i. Can the solution integrate with the TocuhNet platform at the Offeror's expense? A time frame for accomplishing this integration must be provided. ii. Does the solution currently have an existing website for accepting payments? If so, please provide that URL and assurances that it is PCI-DSS compliant. iii. Does this solution use a third-party application for accepting payments? If so, who is the third-party service provider of the application, and provide assurance that the application is PA-DSS compliant. b. What other Payment Gateways does the Offeror partner with (e.g. FirstData, etc.)
2. If integration with University ERP (Ellucian Banner) is requested, is there an existing/"out-of-the-box interface with the ERP, or would a custom interface need to be developed? Please provide details of any additional costs for seamless integration.	
3. Does the solution allow easy secure integration with other applications including desktop tools (i.e. Microsoft Office Professional Suite (Word, Excel, PowerPoint, Access Dataset)?	
4. Does the solution provide for auto/mass load of new and existing records (including ID records), matching on IDs where necessary (non-ID records) to obtain data from external sources? Users MUST be able to perform the load, preview it online, and set additional rules before committing it to the database. It is preferable that a wizard or other user aid be available for this purpose. Some "uploads" may be updating existing records.	

Attachment G

VENDOR DEMONSTRATION OUTLINE

I. Introductions (5 min)

II. Training & User Access(15 min)

Demonstrate how Lander users are trained to successfully access, manage, and oversee the proposed solution.

III. Reporting (15 min)

Demonstrate reporting capabilities for operational oversight.

IV. Questions & Answers (25 min)

Attachment H

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal. If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OFYOUR STANDARD CONTRACT FORMS!

- UNLESS EXPRESSLY REQUIRED,DONOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES

- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED,CONFIDENTIAL,OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED:SUBMITTINGCONFIDENTIALINFORMATION.DO NOTMARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL,TRADE SECRET,OR PROTECTED!DO NOTINCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TOBE RELEASED!

- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.MAKE SURE THE COVER PAGE IS SIGNEDBY A PERSON THAT IS AUTHORIZEDTO CONTRACTUALLY BIND YOUR BUSINESS.

- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!

- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION &ANSWER PERIOD, RAISE YOUR QUESTIONSAS A PART OF THAT PROCESS! PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS"AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

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