



Chmura Economics & Analytics  
1309 E Cary St 2nd Floor  
Richmond, VA 23219-4153

May 27, 2026

Chief Procurement Officer  
Information Technology Management Office  
1333 Main Street, Suite 700  
Columbia, SC 29201

Subject: GS-RFP-260025-01 Academic Program, Labor Market and Alumni Outcomes Analytics Tools

Dear Chief Procurement Officer,

I am writing to protest the award of GS-RFP-260025-01 Academic Program, Labor Market and Alumni Outcomes Analytics Tools to Lightcast on the following two grounds:

1. **The procurement appears to have favored Lightcast, and**
2. **The University treated bidders unequally by extending the submission deadline after proposals were due.**

These two issues are addressed in the remainder of this letter.

**The procurement process created the appearance of favoritism toward Lightcast.**

The procurement process created the appearance that the University identified Lightcast as a preferred provider prior to issuance of the RFP, thereby undermining the fairness and competitiveness of the solicitation process. My reasons for this statement are as follows:

1. The University of South Carolina procurement page noted in the line description of the solicitation required: Labor Market Tool – ***Lightcast*** (emphasis mine). See screen capture below.

**Event Details**

**Solicitation Event Information**

|                                                                                                                           |                                         |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Solicitation Name: Comprehensive Analytics Tools Solution                                                                 | Solicitation Status: Evaluating         |
| Solicitation ID: 260025-01                                                                                                | Event Start Date: 07/28/2025 3:40PM EDT |
| System Campus: Columbia                                                                                                   | Event End Date: 11/26/2025 3:00PM EST   |
| Buyer Name: Donald Stewart                                                                                                | Classification: Goods and Services      |
| Scaled Event: No                                                                                                          | Method: Invitation for Bids             |
| Solenn Multiple Offers? Not Allowed                                                                                       | Round: 1                                |
| Contact Information: Donald Stewart                                                                                       | Version: 1                              |
| Description: Provide a complete, end-to-end solution for academic program labor market & alumni outcomes analytics tools. | File Submitted Offers? Yes              |

**Links**

[View Solicitation Documents](#)

| Line Number | Offer Required? | Line Description                                     | Requested Quantity/Unit | Comments and Attachments |
|-------------|-----------------|------------------------------------------------------|-------------------------|--------------------------|
| 1           | No              | Solicitation Required: Labor Market Tool - Lightcast | 1.0000 Each             |                          |

2. A USC participant at the non-mandatory pre-proposal conference on 11/02/2025 said they had an existing solution that they liked and did not want to put out an RFP but had to do so in order to meet procurement requirements.
3. The RFP specifications closely align with Lightcast's software offerings. The description of services beginning on page 13 of the RFP is structured to align closely with Lightcast's product structure, requesting 3 different tools: a labor market information tool, an Alumni/ Career outcomes/Pathways Information Tool, and an Application Programming Interface (API). While the specifications are not exclusively limited to Lightcast, they are oriented around Lightcast's product configuration rather than a platform such as Chmura's JobsEQ that can deliver all requested functionality in one tool and API.

**Unequal treatment via extension.**

RFP-260025-01 described as "Academic Program, Labor Market, and Alumni Outcomes Analytics Tools" was issued on October 16, 2025.

The first page of the RFP noted that offers must be submitted by 11/26/2025 at 11:00 AM ET as noted below in the screen capture.

|                                      |                                                                                |
|--------------------------------------|--------------------------------------------------------------------------------|
| SUBMIT OFFER BY (Opening Date/Time): | 11/26/2025 at 11:00 AM ET<br>See "Deadline for Submission of Offer" provision. |
|--------------------------------------|--------------------------------------------------------------------------------|

Page 7 of the RFP further emphasized that any offers received after the required time will be rejected. (See below)

**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]

Moreover, it was emphasized during the non-mandatory pre-proposal conference on 11/05/2025 that offers would not be accepted after the designated due date/time which was final and firm.

On 11/26/2025 at 11:53 ET (**53 minutes after** proposals were due), we received an email from purchasing.sc.edu containing Amendment 2 indicating the deadline for submission of offer had been extended to 3:00 PM ET. Please see a copy of the email and time change in the amendment below.

**From:** [purchasing@sc.edu](mailto:purchasing@sc.edu) <[purchasing@sc.edu](mailto:purchasing@sc.edu)>  
**Sent:** Wednesday, November 26, 2025 11:53 AM  
**Subject:** USC Solicitation Event Update Notification

You don't often get email from [purchasing@sc.edu](mailto:purchasing@sc.edu). [Learn why this is important](#)

## Solicitation Event Update

University of South Carolina's Solicitation Event 260025-01 has been updated. Typically, this means that a new attachment has been added to the Solicitation Documents. If you are unsure what the update is, please contact the solicitation's buyer or [purchasing@sc.edu](mailto:purchasing@sc.edu).

Please follow the instructions below to review the solicitation and/or submit an offer.

### Overview

**Solicitation Name:** Comprehensive Analytics Tools Solution

**Description:** Provide a comprehensive analytics tools solution (for academic program, labor market, & alumni outcomes) to the University of South Carolina complying with the enclosed description and/or specifications and conditions.

### Details

**Solicitation Event ID:** 260025-01 Round 1 Version 1

**Start Date:** 07/24/2025 3:48PM EDT

**End Date:** 11/26/2025 3:00PM EST

### Instructions

Please follow these instructions to review the solicitation:

1. Open the [USC Supplier Home Page](#).
2. Select "Review Solicitations."
3. Select Solicitation ID 260025-01.

Please follow these instructions to submit offers if you already have a User ID:

1. Open the [USC Supplier Home Page](#).
2. Select "Sign In (Current Users)".
3. Enter your User ID and Password.
4. Select "Submit Offers".
5. Select "Invited Events".
6. Select Solicitation ID 260025-01.

Please follow these instructions if you do not have a User ID:

1. Open the [USC Supplier Home Page](#).
2. Select "Create an Account (New Users)".
3. Choose the appropriate registration option:
  - a) New Bidder
  - b) Get User ID - Active Supplier. (This option is only for existing Suppliers.)
4. Complete the registration and return to the Supplier Home Page.
5. Select "Sign In (Current Users)".
6. Enter your User ID and Password.
7. Select "Submit Offers".
8. Select "Invited Events".
9. Select Solicitation ID 260025-01.

If you have any questions, please contact [purchasing@sc.edu](mailto:purchasing@sc.edu) or the solicitation's buyer.

Buyer Name: Donald Stewart

Email: [DONALDOS@mailbox.sc.edu](mailto:DONALDOS@mailbox.sc.edu)

Phone: 803/777-5253

|                                                                                   |                                                  |                                                                                                             |                                                                                                                                               |
|-----------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Request For<br/>Proposals<br/>Amendment 2</b> | Solicitation Number<br>Date Issued<br>Procurement Officer<br>Phone<br>E-Mail                                | GS-RFP-260025-01<br>November 26, 2025<br>Donald Stewart<br>803-777-5253<br><a href="mailto:donalds@mailbox.sc.edu">donalds@mailbox.sc.edu</a> |
| <b>SOLICITATION DESCRIPTION:</b>                                                  |                                                  | Academic Program, Labor Market, and Alumni Outcomes Analytics Tools                                         |                                                                                                                                               |
| <b>USING GOVERNMENTAL AGENCY:</b>                                                 |                                                  | UNIVERSITY OF SOUTH CAROLINA                                                                                |                                                                                                                                               |
| <i>The Term "Offer" Means Your "Bid" or "Proposal."</i>                           |                                                  |                                                                                                             |                                                                                                                                               |
| <b>SUBMIT OFFER BY (Opening Date/Time):</b>                                       |                                                  | 11/26/2025 at <del>11:00 AM ET</del> <b>3:00 PM ET</b><br>See "Deadline for Submission of Offer" provision. |                                                                                                                                               |

The timing and circumstances of the extension raise concerns regarding unequal treatment of offerors and whether the extension materially advantaged a preferred vendor.

Accordingly, Chmura respectfully requests that the procurement be reviewed and that appropriate corrective action be taken. We look forward to receiving a response from you as soon as possible. I can be reached at 804-337-0072 or [chris.chmura@chmura.com](mailto:chris.chmura@chmura.com).

Sincerely,



Christine Chmura, Ph.D.  
CEO and Chief Economist

# Exhibit B

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <br><b>UNIVERSITY OF</b><br><b>South Carolina</b>                                                                                                                                                                                                                                                                                                                                                                                         | <b>Request For Proposals</b>                                                                                                                                                                                                                                                                                                                                           | Solicitation Number<br>Date Issued<br>Procurement Officer<br>Phone<br>E-Mail                        | GS-RFP-260025-01<br>October 16, 2025<br>Donald Stewart<br>803-777-5253<br><a href="mailto:donalds@mailbox.sc.edu">donalds@mailbox.sc.edu</a> |
| <b>SOLICITATION DESCRIPTION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                        | <b>Academic Program, Labor Market, and Alumni Outcomes Analytics Tools</b>                          |                                                                                                                                              |
| <b>USING GOVERNMENTAL AGENCY:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                        | <b>UNIVERSITY OF SOUTH CAROLINA</b>                                                                 |                                                                                                                                              |
| <i>The Term "Offer" Means Your "Bid" or "Proposal."</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                              |
| <b>SUBMIT OFFER BY (Opening Date/Time):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>11/26/2025 at 11:00 AM ET</b><br>See "Deadline for Submission of Offer" provision.                                                                                                                                                                                                                                                                                  |                                                                                                     |                                                                                                                                              |
| <b>QUESTIONS MUST BE RECEIVED BY:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>11/05/2025 at 5:00 PM ET</b><br>See "Questions From Offerors" provision.                                                                                                                                                                                                                                                                                            |                                                                                                     |                                                                                                                                              |
| <b>NUMBER OF COPIES TO BE SUBMITTED:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>One (1) online submission (preferred)</b> OR One hard copy and digital version by USB drive for in-person submittals. Digital & hardcopy submittals must be provided as one (1) continuous document. (See "Disclosure of Your Bid/ Proposal and Submitting Confidential Data" provision in Section IIA).<br><b>Initial here if a redacted copy is NOT necessary</b> |                                                                                                     |                                                                                                                                              |
| <b>SUBMIT ELECTRONIC OFFERS VIA THE FOLLOWING URL:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                        | <a href="https://supplier.ps.sc.edu">https://supplier.ps.sc.edu</a>                                 |                                                                                                                                              |
| <b>SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:</b><br><br>See "Submitting Your Paper Offer or Modification" provision.                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                        | USC Purchasing Department<br>1600 Hampton St, Suite 606<br>Columbia, SC 29208                       |                                                                                                                                              |
| <b>CONFERENCE INFORMATION</b> As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions.                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                              |
| <b>CONFERENCE TYPE: Non-Mandatory Pre-Proposal</b><br><br><b>DATE &amp; TIME: 11/05/2025 11:00:00 AM</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                        | <b>LOCATION: Virtual via Microsoft Teams.</b><br><b>Contact the Procurement Officer for Access.</b> |                                                                                                                                              |
| <b>AWARD &amp; AMENDMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Award will be posted at the Physical Address stated above on <b>12/19/2025</b> . The award, this solicitation, and any amendments will be posted at the following web address:<br><a href="https://supplier.ps.sc.edu">https://supplier.ps.sc.edu</a>                                                                                                                  |                                                                                                     |                                                                                                                                              |
| You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                              |
| 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.                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                              |
| <b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                        | <b>USC SUPPLIER ID or OFFEROR ID</b>                                                                |                                                                                                                                              |
| <b>PRINTED NAME</b> (Printed name of person signing below)                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                        | <b>TITLE</b> (Business title of person signing)                                                     |                                                                                                                                              |
| <b>AUTHORIZED SIGNATURE</b> (Person authorized to submit binding offer)                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                        | <b>DATE SIGNED</b>                                                                                  |                                                                                                                                              |
| <b>OFFEROR'S TYPE OF ENTITY:</b> (Check only one.) (See "Signing Your Offer" provision.)<br><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Sole Proprietorship<br/> <input type="checkbox"/> Corporate Entity (not tax-exempt) </div> <div> <input type="checkbox"/> Partnership<br/> <input type="checkbox"/> Corporation (tax-exempt) </div> <div> <input type="checkbox"/> Government Entity (federal/state)<br/> <input type="checkbox"/> Order Address </div> </div> |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                              |

End of COVER PAGE

## PAGE TWO

(Return Page Two with your Offer.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                          |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------|--------------------------------|--|--|--|--|--|--|----------------|--|--|--|--|--|--|--|--|-------------------------------------------------------------------------------------------|-----------------------------|-----------------------------|-----------------------------|--------------------------------|
| <p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p><br><br><br><br><br><br><br><br><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p><br><br><br><br><br><br><br><br><br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____<br/>Phone Number</p> </div> <div style="width: 45%;"> <p>_____<br/>Facsimile</p> </div> </div> <p>_____<br/>E-mail Address</p> |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause.)</p><br><br><br><br><br><br><br><br><br><br><p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address<br/>(check only one)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses.)</p><br><br><br><br><br><br><br><br><br><br><p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address<br/>(check only one)</p>                                                                                                  |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>ACKNOWLEDGMENT OF AMENDMENTS</b><br/>Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision.)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">Amendment No.</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> <tr> <td>Amendment Date</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;"> <p><b>DISCOUNT FOR PROMPT PAYMENT</b><br/>(See "Discount for Prompt Payment" clause.)</p> </td> <td style="width: 20%; padding: 5px;"> <p>10 Calendar Days (%)</p> </td> <td style="width: 20%; padding: 5px;"> <p>20 Calendar Days (%)</p> </td> <td style="width: 20%; padding: 5px;"> <p>30 Calendar Days (%)</p> </td> <td style="width: 15%; padding: 5px;"> <p>_____ Calendar Days (%)</p> </td> </tr> </table> |                                                                                                                                                                                                                                                                                                                                                                                                          | Amendment No.               |                             |                                |  |  |  |  |  |  | Amendment Date |  |  |  |  |  |  |  |  | <p><b>DISCOUNT FOR PROMPT PAYMENT</b><br/>(See "Discount for Prompt Payment" clause.)</p> | <p>10 Calendar Days (%)</p> | <p>20 Calendar Days (%)</p> | <p>30 Calendar Days (%)</p> | <p>_____ Calendar Days (%)</p> |
| Amendment No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                          |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| Amendment Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                          |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>DISCOUNT FOR PROMPT PAYMENT</b><br/>(See "Discount for Prompt Payment" clause.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>10 Calendar Days (%)</p>                                                                                                                                                                                                                                                                                                                                                                              | <p>20 Calendar Days (%)</p> | <p>30 Calendar Days (%)</p> | <p>_____ Calendar Days (%)</p> |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>PREFERENCES - A NOTICE TO VENDORS (SEP 2009):</b> On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <a href="http://procurement.sc.gov/osp/preferences">procurement.sc.gov/osp/preferences</a>.</p> <p><b>ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4) &amp; (6)]</b> <b>PREFERENCES DO NOT APPLY.</b></p>                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                          |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:</b> Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i) &amp; (ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required but can be beneficial if you are claiming the Resident Subcontractor Preference [11-35-1524(D)] <b>PREFERENCES DO NOT APPLY.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                          |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p>____ In-State Office Address same as Home Office Address</p> <p>____ In-State Office Address same as Notice Address<br/>(check only one)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>_____<br/>Address, if different from Home Office or Notice Address</p>                                                                                                                                                                                                                                                                                                                                |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |

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## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES (MODIFIED)**

In accordance with all requirements stated herein, the Office of Academic Program Planning and Decision Support at the University of South Carolina is seeking proposals for a comprehensive suite of labor market and data solutions to assess existing and potential new academic programs. The academic program and labor market analytics tool will help the university better understand the competitive market as well as state, regional, and national workforce demand for academic programs; the alumni outcomes tool will help us understand USC alumni's career pathways and success, including whether they are employed in a position aligned with the degree program from which they graduated, and their estimated wages; and Application Programming Interfaces will enable us to access data.

### **MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006)**

**Start date: 01/05/2026 End date: 01/04/2031. 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". The resulting contract shall be effective for a period of one (1) year with four (4) additional one-year renewal options. [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 SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(5)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

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.

YOU and YOUR means Offeror. [02-2A003-4]

### **AMENDMENTS TO SOLICITATION (JUN 2021)**

(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: [supplier.ps.sc.edu](http://supplier.ps.sc.edu)

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-2]

### **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 (JAN 2004)**

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

#### **BID ACCEPTANCE PERIOD (JAN 2004)**

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

#### **BID IN ENGLISH & DOLLARS (JAN 2004)**

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

#### **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)**

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

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-2]

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- (i) Offeror and/or any of its Principals- Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; 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 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). 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. 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. 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. 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](http://www.procurement.sc.gov))

(a) 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.

(b) 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.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

#### **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

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

#### **DRUG FREE 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 (MAR 2024)**

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items 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 [DocReq@mmo.sc.gov](mailto:DocReq@mmo.sc.gov). If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at <https://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 (MODIFIED)**

- a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. All questions must be submitted in writing and received by the Procurement Officer for this solicitation no later than THE DATE AND TIME LISTED ON COVER PAGE 1.
- b) Email is the preferred method for submitting questions to the procurement officer, Title the "Subject Line" of your email, "Questions GS-RFP-260025 Labor Market Tool". Questions must be submitted in an easily copied format such as MS Word.  
Email: [donaldos@mailbox.sc.edu](mailto:donaldos@mailbox.sc.edu)
- c) 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.
- d) 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]

**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. [02-2A105-3]

**SIGNING YOUR OFFER (JAN 2004)**

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

**STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: [www.scemd.org/closings/](http://www.scemd.org/closings/)  
[02-2A120-3]

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

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained

in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" 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] **If a redacted copy is not necessary, don't forget to initial the Cover Page to indicate.**

## **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ONLINE BIDDING INSTRUCTIONS." **Paper offers are discouraged.** If you must submit a paper offer or modification, 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 format and number of copies indicated on the Cover Page. (e) Facsimile or email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov>. [02-2A135-2]

### **REGISTRATION REQUIRED (MAR 2021)**

You must possess a USC User ID to be able to submit an offer online. To obtain a User ID, visit [supplier.ps.sc.edu](http://supplier.ps.sc.edu) and select "Create an Account." If your firm is already an active Supplier in the university's supplier database, you will choose one of the User ID Request options. If your firm is not a current active Supplier in the university's supplier database, you will choose "New Bidder or Offeror." Upon registration, you will be assigned a User ID which allows you to log into the Supplier Portal. Once logged in, you may (1) maintain your Supplier or Offeror profile and (2) create and submit offers in response to any of the posted Solicitation Opportunities. If you are already registered, you can update your information by selecting Manage Profile on the Supplier Home Page. (Please note that registration with USC does not serve as a substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with those agencies via the website [scbos.sc.gov](http://scbos.sc.gov). Additionally, if your firm is a registered Vendor with the South Carolina Division of Procurement Services, your Vendor ID does not transfer to the University of South Carolina's vendor database, as they are separate financial software systems.) [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 CONFERENCE – PRE-PROPOSAL (MODIFIED)**

Pre-Bid/Proposal Conference Date and Time: **As listed on Cover Page 1**

Location of Pre-Bid/Proposal Conference: **As listed on Cover Page 1**

Due to the importance of all Offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential Offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Offeror from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Offeror based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract unless that understanding, or representation is expressly stated in this contract.

**All conference attendees should read the proposal and develop their questions in preparation for the conference.**

## **CONTENTS OF OFFER (RFP) (MODIFIED)**

- (a) Offers should be complete and carefully worded and should convey all the information requested within Section IV Information for Offerors to Submit.
- (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.

## **ONLINE BIDDING INSTRUCTIONS (MAY 2021)**

(a) You must register as a Bidder or acquire a Supplier User ID before you can submit an offer online. (b) Steps for Online Bidding: (1) After signing into the Supplier Portal ([supplier.ps.sc.edu](http://supplier.ps.sc.edu)), choose the Submit Offers tile on the Supplier Home Page. (2) On the USC Purchasing Solicitations page, click on a solicitation to view its details. (3) On the Solicitation Details page, click the "Create Offer" button. (4) Enter offer information, including answering solicitation questions, line responses (such as prices or quantities), and uploading required attachments. (5) Click the "Submit Offer" button to submit your offer for the solicitation. (6) If any of the responses are invalid or missing, you will be prompted to correct or enter the required/missing information. (7) When the offer submission is successful, you will see the Offer Confirmation page. (8) A confirmation of your offer will be e-mailed to the address associated with the User ID that submitted the offer. [02-2B105-2]

## **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 - ITMO ADDRESS (MAR 2024)**

Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

- (a) by email to [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov), or
- (b) by post or delivery to 1201 Main Street, Suite 601, Columbia, SC 29201. [02-2B120-2]

### III. SCOPE OF WORK/SPECIFICATIONS

#### Background

The University of South Carolina System (USC) is comprised of the state's flagship university in Columbia (founded in 1801 and currently one of the top 50 "Best Colleges" according to U.S. News and World Report), three regional comprehensive universities (USC Aiken, USC Beaufort and USC Upstate), and Palmetto College consisting of four two-year campuses (USC Lancaster, USC Salkehatchie, USC Sumter, USC Union and Fort Jackson/Extended University). Together, the USC System institutions offer more than 450 degree programs on campus and online and are uniquely positioned to meet the state's educational, cultural, health and research needs. The System employs nearly 14,000 people who work daily to improve the lives of students, fellow South Carolinians and the world. Our diverse engaged faculty and staff enjoy a dynamic and intellectually stimulating work environment.

#### Description of Need

The Office of Academic Program Planning and Decision Support is charged with the oversight of the curriculum development, program review and external approvals of both undergraduate and graduate programs. The Office provides leadership to and assists stakeholders through the academic program and course review and approval processes while supporting compliance with institutional policies and procedures. The Office also analyzes data and national best practices to help faculty develop and deliver high quality academic programs aligned with state priorities and state, regional and national workforce needs. The Office is seeking proposals for a comprehensive suite of labor market and data solutions to assess existing and potential new academic programs. The academic program and labor market analytics tool will help the university better understand the competitive market as well as state, regional, and national workforce demand for academic programs; the alumni outcomes tool will help us understand USC alumni's career pathways and success, including whether they are employed in a position aligned with the degree program from which they graduated, and their estimated wages; and Application Programming Interfaces will enable us to access data.

#### Description of Services

The Contractor will provide a comprehensive labor market analytics tool that will provide valuable insights into existing and potential new academic programs, a tool to help us better understand USC alumni's career pathways and success, and Application Programming Interfaces to access data. The labor market and alumni outcomes tools must be compatible across multiple devices and operating systems (including web browsers) including but not limited to smart phones, tablets, laptops, and computers. The tools must also have an intuitive and user-friendly interface to access labor market and graduates' (alumni) outcomes data, while allowing users to search for such data by program (via key word or Classification of Instructional Programs (CIP)).

#### Labor Market Information Tool

The Contractor will provide a comprehensive labor market analytics tool that includes real-time and historical traditional labor market data, job posting analytics, professional profile analytics, and completion data for similar programs both in the state and nationally. The tool will provide a comprehensive understanding of the current job market, that includes real-time, historical and projected labor market data, job posting analytics, industry information using NAICS and/or SOC classification, and professional profile analytics while identifying emerging trends to strategically plan and align academic programs with industry. The resulting report should also give a clear indication of the competitive landscape or potential new and existing programs by providing completion and/or enrollment data for comparable programs at the state, regional, and national levels. The report should provide trend data. The report should also include relevant skills and qualifications needed for the employment opportunities identified. The tool should be user-friendly and allow us to pull this information on demand, not submit a request and wait for a report to be delivered (e.g., subscription or license to pull an unlimited number of reports; subscription or license for at least 3 users).

#### Alumni/Career Outcomes/Pathways Information Tool

This tool will help us better understand USC alumni's career pathways and success. The Contractor should be able to source, combine, verify, relate, and enrich a wide variety of data sources pertaining to students and alumni. Sources optionally, but typically, include (but are not limited to): customer-provided data (institutional characteristics and student records), professional profiles data, National Student Clearinghouse data, Department of Education data (IPEDS), Government data, and multiple classification taxonomies. Contractor should be able to use USC completions data and match it with other available data. The Contractor must provide security for confidential data/information submitted by USC administrators. The results shown based on the selected data sources may include individual-level: Demographics (race/ethnicity, gender), Locations (city and state), Companies, Job Titles, Occupations, Industries (NAICS and/or SOC classification), Skills, Post-secondary Schools attended, Enrollments, Degree Completions, Estimated Wages, as well as the Career and Education pathways. Report examples include (but are not limited to):

- Education pathways and subsequent outcomes
- Career pathways and estimated wages
- Longitudinal alumni success and performance measure trends
- Comparison of customer alumni outcomes to other institutions and regions
- Identification of top-performing programs and areas based on alumni success
- Demographic characteristics
- Comparisons to other institutions and regions

**Application Programming Interface (API)**

The Contractor must be able to provide an API that allows other software or hardware to interface to deliver access to job postings, labor market information (LMI), and professional profiles data. These APIs can be used by USC to power dashboards and planning tools (e.g., in Tableau) and thus allows USC to integrate real-time labor market data into existing internal systems.

**DELIVERY DATE - PURCHASE ORDER (MODIFIED)**

All items shall be delivered as noted on purchase order.

**TECHNICAL SUPPORT - INCLUDED (MODIFIED)**

Upon request, Contractor shall provide technical assistance or service, which must be available during normal business hours.

**TRAINING (JAN 2006)**

Upon request, Contractor shall demonstrate solution within 14 business days after delivery. [03-3080-1]

**ADDITIONAL DEPARTMENTS**

The University reserves the right to use this contract for additional departments, divisions, and campuses on an as needed basis. While this clause in no way commits any other department, division, or campus to purchase from awarded Contractor, nor does it guarantee any additional orders will result, it does allow University-related faculty, staff, and student organizations at their discretion, to utilize the resulting contract and purchase directly from the awarded Contractor(s). Such additions: (1) Shall be limited to the terms, conditions, and pricing negotiated as a result of this solicitation; (2) Shall not be subject to any additional terms and conditions; (3) Shall not be a mandatory requirement of the Systems Campuses; (4) Shall not be renegotiated outside of what is allowable under the terms and conditions of this solicitation; (5) Shall be added through the provision by the University through a negotiated Change Order as stated in Changes clause 07-7B025- 1 and shall not require an additional contract to be considered or signed; and (6) Initiation shall be allowable only during the first three years of the resulting contract(s); and shall not exceed the expiration date of the contract(s) resulting from this solicitation.

#### IV. INFORMATION FOR OFFERORS TO SUBMIT

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

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Emphasis on each proposal should focus on completeness and clarity of content. The Price/Business Proposal shall be separate from the Technical Proposal. **No pricing information shall be included in the Technical Proposal.** To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions as stated below:

**Response Format:** One (1) online submittal to include Technical Proposal and Price/Business Proposal, along redacted versions, if necessary. (See "Disclosure of Your Bid/ Proposal and Submitting Confidential Data" provision in Section IIA).

**To be considered for award, all proposals shall include, as a minimum, the following information.**

**All information should be presented in the order listed. Offerors should restate each item below and provide their response to that item immediately thereafter.**

##### **TECHNICAL PROPOSAL**

The technical proposal shall be submitted in the following order and include the following:

1. Cover Letter/Executive Summary

An Executive Summary to include experiences in providing the services and the approach to providing the services specified. Limited to 5 pages.

2. Table of Contents

3. Solicitation Documents

- a. Solicitation Cover Page One and Two (and acknowledgement of Amendments if applicable)
- b. Evidence of Insurance (or ability to obtain)
- c. SERVICE PROVIDER SECURITY ASSESMENT QUESTIONNAIRE (Attachment B)
- d. QUALIFICATIONS - REQUIRED INFORMATION (MODIFIED) – see page 18
- e. Minority Participation

4. Technical Proposal – System Solution

- a. The Offeror shall describe its system solution and explain in detail how it meets and/or exceeds the requirements as outlined in Section III Scope of Work/Specifications. The Offer will describe the tools and reporting capabilities in detail. The Offeror shall include descriptions of workflows, ease of use and administration, technical requirements, comprehensiveness of support services, and scalability and ease of upgrades.
- b. The Offeror shall describe the resources and methodology and schedule it employs for its Technical Support structure of its proposed scheduling application solution.
- c. The Offeror shall submit any unique characteristics of its solution as compared to its competition.
- d. The Offeror shall describe how the solution will be deployed including project schedule, milestones, delivery timelines, tasks, and dates. Include any tasks that must be performed on the University's systems or devices (such as network configuration and/or third-party solution integration) and any support needed from the Universities' staff during configuration with an estimated number of hours.

5. Technical Proposal - Experience and Qualifications

- a. Organization background and overview. The Offeror shall provide background information pertaining to its firm including a brief history and overview of company, ownership, number of years in business (under its present business name), size including the number of full-time personnel employed by the Offeror in the last twelve (12) months. Offeror must provide a copy of its Business Continuity, Disaster Recovery and Information Security Plans.

6. Master Services Agreement - Sample

- a. The Offeror shall provide a SAMPLE of its Standard Master Services Agreement. The Offeror's standard

template of governing terms and conditions should be submitted with an Order Form outlining the services custom to the University. NOTE: This in no way binds the University to purchase recommended services. It is for informational purposes only.

### **PRICE/BUSINESS PROPOSAL**

Labor market analytics services are provided through specialized software platforms, professional consulting, or a combination of both. Pricing typically follows a software-as-a-service (SaaS) model with subscription fees but may also include usage-based or custom enterprise pricing. The Offeror shall submit a Price/Business proposal that includes a thorough and detailed presentation of all costs to provide these services as specified in your Technical proposal. Your Price/Business proposal must include services, labor and materials to be incurred by the University during the contract for performing essential contractual services as specified herein.

Include in the business proposal, the total annual price for the full contract term (Years 1 through 5) per Section VIII, BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL of the solicitation.

**Price/Business Proposal may include the following information (at a minimum):** Annual pricing for Subscription and all other costs including Implementation, Training, Integration, Customization, Technical Support, Customer Support, Maintenance Support, and any other recurring costs.

*Offerors shall clearly identify what is included in the service or if it is an add on.*

**Business Proposal shall include the following information (at a minimum):**

**Total Cost of Ownership** - The anticipated cost of purchasing, owning, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract.

1. License fee (to include fees at different quantity thresholds starting with a minimum of 3 licenses)
2. Annual Maintenance and Customer Support
3. Installation/Implementation
4. Necessary integrations
5. Additional pricing associated with downloading/installing software
6. Training
7. End of service transitioning
8. Cap on license renewal increases
9. Cap on maintenance renewal increases
10. Optional integrations
11. Discounts on service sectors

### **INFORMATION FOR OFFERORS TO SUBMIT - GENERAL (MAR 2015)**

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of 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]

**MINORITY PARTICIPATION (APR 2024)**

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

☐ Traditional minority

☐ Traditional minority, but female

☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority)

☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

☐ Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov>.

[04-4015-4]

**SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (APR 2024)**

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. [04-4027-2]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, **you must have the capability in all respects** to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### QUALIFICATIONS - REQUIRED INFORMATION (MODIFIED)

1. The Offeror shall provide a VPAT.
2. The Offeror shall provide a HECVAT. This is a questionnaire designed for higher education that a third-party vendor uses to self-assess their security controls and measure risk.
3. The Offeror shall provide a SOC2 audit report (or other comparable third-party information technology security assessment). This is an auditing procedure conducted by an independent auditor that will validate and measure the efficacy of a vendor's HECVAT questionnaire.  
If the solution is a SaaS technology, must provide host information.
4. The Offeror must receive a low-risk score from the University related to its provided VPAT, HECVAT, and SOC2 audit report (or other comparable third-party information technology security assessment).
5. The Contractor shall ensure that the solution must comply with USC Digital Accessibility Policy:  
<http://www.sc.edu/policies/ppm/it500.pdf> This policy states that All third-party digital products and services used by the University of South Carolina must conform to WCAG Level A and AA version 2.1.
6. **If requested by procurement officer**, the Offeror must provide information reflecting its current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December 1984), as amended.]

### SUBCONTRACTOR - IDENTIFICATION (FEB 2015)

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

## **VI. AWARD CRITERIA**

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

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

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

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

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

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

### **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 State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or 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 State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

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

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

#### **Phase I, Technical and Price/Business Proposal Evaluation:**

- Technical Proposal – System Solution – 55 points
- Technical Proposal – Experience & Qualifications – 25 points
- Price/Business Proposal – 20 points

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

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-7]

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

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

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

### **BANKRUPTCY - GENERAL (FEB 2015)**

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

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

**DISPUTES (JAN 2006)**

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

**EQUAL OPPORTUNITY (JAN 2006)**

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

**FALSE CLAIMS (JAN 2006)**

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

**FIXED PRICING REQUIRED (JAN 2006)**

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

**NO INDEMNITY OR DEFENSE (FEB 2015)**

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

**NOTICE (MAY 2024)**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) ten days after deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

(B) Notice to Contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-2]

**OPEN TRADE (JUN 2015)**

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

**ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)**

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

#### **PAYMENT & 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 check mailed to the payment address on "Page Two" or electronically by Automated Clearing House (ACH) based on bank account information indicated in the Contractor's supplier record. (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]

#### **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]

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

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

### **COMPLIANCE WITH LAWS (JAN 2006)**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

### **CONFERENCE - PRE-PERFORMANCE (JAN 2006) MODIFIED**

**If requested by the Procurement Officer or UGU**, a pre-performance conference between the Contractor, State, and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful Contractor or his duly authorized representative shall be required to attend at Contractor's expense. [07-7B040-1]

### **CONTRACT LIMITATIONS (JAN 2006)**

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

### **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 (JAN 2006)**

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

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

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

## **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Without limitation, Contractor shall defend and hold harmless Indemnites 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 Indemnites 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) Contractor's 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 shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability. (c) Safeguarding requirements and procedures. Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure: (1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts). (2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment. (3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients. (4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control. (5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_with-errata.pdf](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 use. 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]

#### **MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION**

Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all transmitted and stored CDI received from, or on behalf of Institution or its Constituents. Service Provider shall impose these measures on all subcontractors used by Service Provider.

#### **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 (MODIFIED)**

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, without the express prior written consent of the State, which may be made in its sole discretion, including approving the geographical area, entities and required confidentiality and security. [07-7B122-1]

#### **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](http://www.bls.gov). [07-7B170-1]

#### **PRICING DATA - AUDIT - INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the

state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

#### **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]

#### **SOFTWARE LICENSES (JAN 2006)**

Proprietary Software: Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software. License: The State is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder. Title: Title to any proprietary software provided by the Contractor to the State will remain with the Contractor. Trade Secrets: The State agrees that the proprietary software is a trade secret of the contractor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section. Source Code: Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code. In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the State with a copy of the source code for said proprietary software, at no expense to the State. Export Control: The State acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products. Customized Software: Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the State by contractor and documentation used to describe, maintain and use the software. Title: Title to the customized software vests in the State as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the State all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the State in understanding, using, maintaining, and enhancing said customized software. Software Tools: The contractor shall provide to the State, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the State would require to maintain or enhance the customized software. The price for said tools and the cost to train State personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor’s cost proposal submitted to the State in response to the State’s solicitation. Escrow for Source Code: In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the state shall be provided a copy of the source code for said software within thirty days at no expense to the State. For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media. Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non- customized enhancement, version or release of said licensed software. The source code may be accessed only upon the following conditions: a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of

bankruptcy or other definitive measure of cessation of operations. With regards to proprietary software, the State may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns. [07-7B215-1]

#### **SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)**

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

#### **SOFTWARE LICENSING AGREEMENTS—SINGLE SOLICITATION (FEB 2015)**

(a) Definitions. As used in this clause, these terms are defined as follows:

"Commercial Off-The-Shelf (COTS) Software" means software used with no customization and for which source code is not made available to licensees.

"Configuration" means any customer-specific modification to software that does not require changes to the software's source code, such as rules-based, rules engine based, or parameter driven modifications to configure the software.

"Customization" means any customer-specific modification to software that requires changes to the software's source code.

"Firmware" means software sold or licensed only in conjunction with machines, designed for execution only on a machine with which it is provided, designed only for machines other than a dedicated computer, and embedded into or installed on the machine by the machine's manufacturer or seller.

"Licensor" means an entity that owns the intellectual property rights for an item of software or has the authority to license or sublicense the software directly to the using governmental unit.

"Piggyback" means the document attached to this solicitation and entitled South Carolina Standard Amendment To End User License Agreements For Commercial Off-The-Shelf Software – Single Agency, which serves as South Carolina's standard amendment to a licensor's standard software licensing agreement (regardless of how denominated, e.g., master software licensing agreement, end user license agreement) for COTS. [Note: While the piggyback is generally indicative of what the State finds acceptable, terms in a Licensor's standard software licensing agreement may need to be negotiated.]

"Software" means a combination of computer instructions and data definitions that enable computer hardware to perform computational or control functions, excluding firmware.

"Software licensing agreement" means any agreement, regardless of how designated, that defines the intellectual property rights for, or the rights to use, any software product. A software licensing agreement must address only terms directly associated with licensing the right to use the software and must not address any of the work governed by the contract or any services (other than warranty services regarding the software code or associated documentation).

"Software maintenance" means the process of modifying software after delivery to correct faults, improve performance or other attributes, or adapt to a changed environment. (Reference ISO/IEC 14764:2006, as amended or superseded.) Software maintenance does not include any customization or configuration.

"Software product" means any COTS which you propose to provide pursuant to the contract.

"Source code" means computer instructions and data definitions expressed in a form suitable for input into an assembler, compiler or other translator.

(b) Contract and Software Licensing Agreement are Separate. The State seeks to establish related but independent agreements, one with each applicable licensor of COTS and one with the contractor - regardless of whether the licensor and the contractor are the same or different entities. As provided in the clause titled "Bid / Proposal As Offer To Contract," a contract between the State and the contractor results from an award made pursuant to this solicitation. In contrast, the State's acceptance of your offer does not serve as the State's acceptance of any software licensing agreement; rather, software licensing agreements must be separately executed in order to be binding, regardless of whether the license to use the software will be granted by you or a third party. The contract, as defined in the clause titled "Definitions," will address all work (excluding the use rights for any software product) and all terms regarding pricing, payment, and delivery of any software product. Accordingly, the State intends to pay contractor in order to acquire license rights for any software product, but the license rights will be governed by a software licensing agreement with the licensor.

(c) Critical Instructions. (1) Your offer must identify each software product you propose to provide, identify the licensor, and explain which of the following licensing models apply: (i) you intend to license (or sublicense) the item directly to the State, or (ii) you intend to "resell" or distribute the item to the State (with licensing handled directly with the third-party licensor). You should use the Software Table attached to this solicitation to assist you in providing this information. (2) Your offer must NOT include any software licensing agreements; however, for any software product identified in your offer, you must submit a software licensing agreement upon request of the procurement officer. You must be prepared to provide any requested software licensing agreement within one business day of

receiving a request. (3) Regardless of your licensing model, your price must include the cost of providing every software product you propose to provide to the State and those terms will form part of the contract.

(d) Pre-Condition of Award. If the work you are offering to perform is dependent upon the licensing of a software product by the State and the State is unsuccessful in negotiating an acceptable software licensing agreement for any software product for which it finds such an agreement necessary, your offer will be rejected. To facilitate the timely and successful negotiation of a software licensing agreement deemed necessary by the State, the State may ask you, after opening but prior to award, to acquire from the licensor an executed copy of the piggyback. You should communicate with the licensors for any major or critical software product well in advance of submitting a proposal, and licensors should be informed that few changes will be made to the piggyback. [The State already has, and continues to enter into, standing, statewide, licensing agreements for a variety of computer programs. Without limiting any of the above requirements, an applicable agreement may already exist for one or more items of COTS you have identified.] [07-7B224-1]

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

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

**TERM OF CONTRACT - OPTION TO RENEW (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 1 Year(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]

**TERM OF CONTRACT - TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term. [07-7B250-1]

**TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

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

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

**WARRANTY - STANDARD (JAN 2006)**

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

## **VII. TERMS AND CONDITIONS -- C. SPECIAL -- UNIVERSITY OF SOUTH CAROLINA**

### **UNIVERSITY DATA**

The Contractor shall ensure that at minimum, that any and all content, algorithms, data, information, reports, dashboards, analytic data models, and other deliverables may be requested by USC and will be transferred to USC through commercially viable formats, upon written request, termination, or expiration of the contract; this provision is non-negotiable in order to protect mission-critical capabilities and investments by the University.

### **PROTECTION OF COVERED DATA AND INFORMATION**

Service Provider agrees to abide by limitations binding upon the Institution and related to the transmission, storage, access, analysis, and/or disclosure of Covered Data and Information (CDI); this includes various federal and state legislation, regulations, policies, and industry practices.

### **DEFINITION: COVERED DATA AND INFORMATION (CDI)**

includes Personally Identifiable Information (PII) concerning university Constituents, as well as University Data, as defined in [UNIV 1.51](#), and may include paper records, electronic images, data and other information records supplied by Institution, as well as paper records, electronic images, data and other information records the Institution's Constituents provide directly to the Service Provider. Data classified by university Data Stewards as Restricted or Confidential is considered CDI unless specifically exempted by this Addendum. A list of potentially applicable items is located in Enterprise Data Standard 1.04 (Data Classification Level and Potentially Applicable

Data) [http://www.sc.edu/about/offices\\_and\\_divisions/division\\_of\\_information\\_technology/docs/dataclassificationschema\\_edsl04.pdf](http://www.sc.edu/about/offices_and_divisions/division_of_information_technology/docs/dataclassificationschema_edsl04.pdf)).

### **DEFINITION: CONSTITUENTS**

are persons and entities that have a relationship to any organizational unit of the university system, including but not limited to: students (prospective students, applicants for admission, enrolled students, campus residents, former students, and alumni), employees (faculty, staff, administrators, student employees, prospective employees, candidates for employment, former employees and retirees), and other affiliates (including but not limited to board members, consultants, contractors, donors, invited guests, recipients of goods and services, research subjects, and volunteers).

### **DATA INVENTORY**

Prior to any transaction of data and information, including but not limited to CDI, the Institution and Service Provider must document the inventory of data elements proposed for transmission, storage, access, or other disclosure. Per university policy [UNIV 1.52](#), and state of SC regulations on information privacy (especially SC DIS-200) the data elements must be properly classified and permitted for transaction by the appropriate Data Steward. The University Information Security Office (UIISO) will review any Agreement that includes Restricted or Confidential data. If PII is involved, procedures related to and include a Privacy Impact Assessment must be completed prior to transaction and are subject to review by the Institution's Chief Privacy Officer. Mitigation strategies may be recommended or required by the UIISO or Chief Privacy Officer. The data inventory, approval, and recommendations or requirements shall become an artifact in the Statement of Work (or similar) in the Agreement. Under exceptional circumstances, should the parties be unable to mutually agree to a data inventory under the Agreement, the Agreement may be terminated.

### **ACKNOWLEDGMENT OF ACCESS TO CDI**

Service Provider acknowledges that the Agreement allows the Service Provider and Institution to mutually transmit, store, and access CDI.

### **PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CDI**

Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its Constituents) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to access or use CDI for any purpose other than the purpose for which the disclosure was made.

### **RETURN OR DESTRUCTION OF CDI**

Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all institutional CDI. If the Service Provider destroys the information, the Service Provider shall provide Institution with a certificate confirming the date of destruction of the data.

## **REMEDIES**

If Institution reasonably determines in good faith that Service Provider has materially breached any of its obligations under the Agreement, then Institution, in its sole discretion, shall have the right to (1) require Service Provider to submit to a plan of monitoring and reporting, (2) provide Service Provider with a fifteen (15) day period to cure the breach, or (3) terminate this Agreement immediately if cure is not possible. Before exercising any of these options, Institution shall provide written notice to Service Provider describing the violation and the action it intends to take.

## **MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION**

Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all transmitted and stored CDI received from, or on behalf of Institution or its Constituents. Service Provider shall impose these measures on all subcontractors used by Service Provider.

## **REPORTING UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION**

Service Provider shall, within one (1) day of discovery, report to Institution any use or disclosure of CDI not authorized by the Agreement or in writing by Institution. Service Provider's report shall identify: (1) the nature of the unauthorized use or disclosure, (2) the CDI used or disclosed, (3) the identity of the individual(s) or entity that received the unauthorized disclosure, (4) the action(s) that Service Provider has taken or shall take to mitigate any potentially negative effects of the unauthorized use or disclosure, and (5) the corrective action(s) Service Provider has taken or shall take to prevent future similar unauthorized uses or disclosures. Service Provider shall provide any additional information in connection with the unauthorized disclosure reasonably requested by Institution.

## **SECURITY AND DIGITAL ACCESSIBILITY REQUIREMENTS**

- Solution must comply with USC Digital Accessibility Policy:  
<http://www.sc.edu/policies/ppm/it500.pdf>

For validation, Offerors shall provide a "VPAT: Voluntary Product Accessibility Template"

- If the solution is a SaaS technology, Offerors must provide a SOC2 audit report, or other comparable third-party information technology security assessment, upon request.
- If the solution is a SaaS technology, Offerors must provide host information.

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### PRICE-BUSINESS PROPOSAL (JAN 2006)

The Offeror shall submit a Price/Business proposal that includes a thorough and detailed presentation of all costs to provide these services as specified in your Technical proposal. Reference clause for Price/Business Proposal in Section IV INFORMATION FOR OFFERORS TO SUBMIT for (page 16).

| Line Number | Annual Term of Contract              | Total Year Price (for all services) |
|-------------|--------------------------------------|-------------------------------------|
| 0001        | Year 1<br>(including implementation) | \$                                  |
| 0002        | Year 2                               | \$                                  |
| 0003        | Year 3                               | \$                                  |
| 0004        | Year 4                               | \$                                  |
| 0005        | Year 5                               | \$                                  |

**Grand Total Extended Price (Lines 1-5)** \$

## **IX. ATTACHMENTS TO SOLICITATION**

The following documents are attached to this solicitation:

ATTACHMENT A: LIST OF REFERENCES

ATTACHMENT B: SERVICE PROVIDER SECURITY ASSESMENT QUESTIONNAIRE

ATTACHMENT C: IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

ATTACHMENT D: OFFEROR'S CHECKLIST

**ATTACHMENT A  
LIST OF REFERENCES**

Please provide contact information for at least three (3) references in which you provided services of a similar scope:

Reference 1

Name of Organization

Point of Contact & Title

Telephone

E-mail

Reference 2

Name of Organization

Point of Contact & Title

Telephone

E-mail

Reference 3

Name of Organization

Point of Contact & Title

Telephone

E-mail

Reference 4

Name of Organization

Point of Contact & Title

Telephone

E-mail

Reference 5

Name of Organization

Point of Contact & Title

Telephone

E-mail

**ATTACHMENT B**  
**SERVICE PROVIDER SECURITY ASSESMENT 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.
  
13. Offeror's response to this questionnaire includes any other information submitted with its offer regarding information or data security.

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

By: \_\_\_\_\_  
(authorized signature)

Its: \_\_\_\_\_  
(printed name of person signing above)

\_\_\_\_\_  
(title of person signing above)

Date: \_\_\_\_\_

**ATTACHMENT C**  
**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME**  
**TAX WITHHOLDING**

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

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

<https://dor.sc.gov/forms-site/Forms/I312.pdf>

[09-9005-5]

**ATTACHMENT D  
OFFEROR'S CHECKLIST**

**AVOID COMMON BID/PROPOSAL MISTAKES**

Review this checklist prior to submitting your bid/proposal, provided to you as a point of reference. If you fail to follow this checklist, you risk having your bid/proposal rejected; however, the evaluation of Responsiveness will be based on the solicitation, not this checklist. Please do not return this page with your offer.

- ☐ Complete and sign all required documents.
- ☐ Do not include any of your standard contract forms.
- ☐ Unless expressly required, do not 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 solicitation's mandatory requirements.
- ☐ Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the heading entitled: foia bidding instructions,
- ☐ Submitting confidential information: do not mark your entire bid as confidential, trade secret, or protected. Do not include a legend on the cover stating that your entire response is not to be released.
- ☐ Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- ☐ Make sure your bid/proposal includes a copy of the solicitation cover page.
- ☐ Make sure the cover page is signed by a person that is authorized to contractually bind your company.
- ☐ 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 preproposal conference or a question & answer period, raise your questions as a part of that process. Please see bidding instructions and any provisions regarding pre-bid conferences.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--|--|---------------------------------------|----------------------------------------------|--------------------------------------|------------------------------------------------------------|--|------------------------------------------------------------|---------------------------------------------------|----------------------------------------|--|
| <br>UNIVERSITY OF<br><b>South Carolina</b>                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Request For<br/>Proposals<br/>Amendment 1</b>                                                                                                                                                                                                                                                                                                                       | Solicitation Number<br>Date Issued<br>Procurement Officer<br>Phone<br>E-Mail                        | GS-RFP-260025-01<br>November 12, 2025<br>Donald Stewart<br>803-777-5253<br><a href="mailto:donalds@mailbox.sc.edu">donalds@mailbox.sc.edu</a> |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| SOLICITATION DESCRIPTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                        | <b>Academic Program, Labor Market, and Alumni Outcomes Analytics Tools</b>                          |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| USING GOVERNMENTAL AGENCY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                        | UNIVERSITY OF SOUTH CAROLINA                                                                        |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| <i>The Term "Offer" Means Your "Bid" or "Proposal."</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| SUBMIT OFFER BY (Opening Date/Time):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>11/26/2025 at 11:00 AM ET</b><br>See "Deadline for Submission of Offer" provision.                                                                                                                                                                                                                                                                                  |                                                                                                     |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| QUESTIONS MUST BE RECEIVED BY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>11/05/2025 at 5:00 PM ET</b><br>See "Questions From Offerors" provision.                                                                                                                                                                                                                                                                                            |                                                                                                     |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| NUMBER OF COPIES TO BE SUBMITTED:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>One (1) online submission (preferred)</b> OR One hard copy and digital version by USB drive for in-person submittals. Digital & hardcopy submittals must be provided as one (1) continuous document. (See "Disclosure of Your Bid/ Proposal and Submitting Confidential Data" provision in Section IIA).<br><b>Initial here if a redacted copy is NOT necessary</b> |                                                                                                     |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| SUBMIT ELECTRONIC OFFERS VIA THE FOLLOWING URL:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                        | <a href="https://supplier.ps.sc.edu">https://supplier.ps.sc.edu</a>                                 |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:<br><br>See "Submitting Your Paper Offer or Modification" provision.                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                        | USC Purchasing Department<br>1600 Hampton St, Suite 606<br>Columbia, SC 29208                       |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| CONFERENCE INFORMATION As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions.                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| CONFERENCE TYPE: <b>Non-Mandatory Pre-Proposal</b><br><br>DATE & TIME: <b>11/05/2025 11:00:00 AM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                        | LOCATION: <b>Virtual via Microsoft Teams.</b><br><b>Contact the Procurement Officer for Access.</b> |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| AWARD & AMENDMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Award will be posted at the Physical Address stated above on <b>12/19/2025</b> . The award, this solicitation, and any amendments will be posted at the following web address:<br><a href="https://supplier.ps.sc.edu">https://supplier.ps.sc.edu</a>                                                                                                                  |                                                                                                     |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| 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.                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| NAME OF OFFEROR (Full legal name of business submitting the offer)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                        | USC SUPPLIER ID or OFFEROR ID                                                                       |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| PRINTED NAME (Printed name of person signing below)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                        | TITLE (Business title of person signing)                                                            |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| AUTHORIZED SIGNATURE (Person authorized to submit binding offer)                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                        | DATE SIGNED                                                                                         |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| <table> <tr> <td colspan="3">OFFEROR'S TYPE OF ENTITY: (Check only one.)</td> <td>(See "Signing Your Offer" provision.)</td> </tr> <tr> <td><input type="checkbox"/> Sole Proprietorship</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Government Entity (federal/state)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Corporate Entity (not tax-exempt)</td> <td><input type="checkbox"/> Corporation (tax-exempt)</td> <td><input type="checkbox"/> Order Address</td> <td></td> </tr> </table> |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                               | OFFEROR'S TYPE OF ENTITY: (Check only one.) |  |  | (See "Signing Your Offer" provision.) | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Entity (federal/state) |  | <input type="checkbox"/> Corporate Entity (not tax-exempt) | <input type="checkbox"/> Corporation (tax-exempt) | <input type="checkbox"/> Order Address |  |
| OFFEROR'S TYPE OF ENTITY: (Check only one.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     | (See "Signing Your Offer" provision.)                                                                                                         |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| <input type="checkbox"/> Sole Proprietorship                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Partnership                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Government Entity (federal/state)                                          |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| <input type="checkbox"/> Corporate Entity (not tax-exempt)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Corporation (tax-exempt)                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Order Address                                                              |                                                                                                                                               |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |

## PAGE TWO

(Return Page Two with your Offer.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------|--------------------------------|--|--|--|--|--|--|----------------|--|--|--|--|--|--|--|--|-------------------------------------------------------------------------------------------|-----------------------------|-----------------------------|-----------------------------|--------------------------------|
| <p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p><br><br><br><br><br><br><br><br><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p><br><br><br><br><br><br><br><br><br><br><div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>_____<br/>Phone Number</p> </div> <div style="width: 45%;"> <p>_____<br/>Facsimile</p> </div> </div> <p>_____<br/>E-mail Address</p> |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause.)</p><br><br><br><br><br><br><br><br><br><br><p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address<br/>(check only one)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses.)</p><br><br><br><br><br><br><br><br><br><br><p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address<br/>(check only one)</p>                                                                                                                    |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>ACKNOWLEDGMENT OF AMENDMENTS</b><br/>Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision.)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 12.5%;">Amendment No.</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> <tr> <td>Amendment Date</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 25%; padding: 5px; vertical-align: top;"> <p><b>DISCOUNT FOR PROMPT PAYMENT</b><br/>(See "Discount for Prompt Payment" clause.)</p> </td> <td style="width: 15%; padding: 5px; text-align: center;"> <p>10 Calendar Days (%)</p> </td> <td style="width: 15%; padding: 5px; text-align: center;"> <p>20 Calendar Days (%)</p> </td> <td style="width: 15%; padding: 5px; text-align: center;"> <p>30 Calendar Days (%)</p> </td> <td style="width: 30%; padding: 5px; text-align: center;"> <p>_____ Calendar Days (%)</p> </td> </tr> </table> |                                                                                                                                                                                                                                                                                                                                                                                                                            | Amendment No.               |                             |                                |  |  |  |  |  |  | Amendment Date |  |  |  |  |  |  |  |  | <p><b>DISCOUNT FOR PROMPT PAYMENT</b><br/>(See "Discount for Prompt Payment" clause.)</p> | <p>10 Calendar Days (%)</p> | <p>20 Calendar Days (%)</p> | <p>30 Calendar Days (%)</p> | <p>_____ Calendar Days (%)</p> |
| Amendment No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| Amendment Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>DISCOUNT FOR PROMPT PAYMENT</b><br/>(See "Discount for Prompt Payment" clause.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>10 Calendar Days (%)</p>                                                                                                                                                                                                                                                                                                                                                                                                | <p>20 Calendar Days (%)</p> | <p>30 Calendar Days (%)</p> | <p>_____ Calendar Days (%)</p> |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>PREFERENCES - A NOTICE TO VENDORS (SEP 2009):</b> On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <a href="http://procurement.sc.gov/osp/preferences">procurement.sc.gov/osp/preferences</a>.</p> <p><b>ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4) &amp; (6)] <b>PREFERENCES DO NOT APPLY.</b></b></p>                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:</b> Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i) &amp; (ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required but can be beneficial if you are claiming the Resident Subcontractor Preference [11-35-1524(D)] <b>PREFERENCES DO NOT APPLY.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p>____ In-State Office Address same as Home Office Address</p> <p>____ In-State Office Address same as Notice Address<br/>(check only one)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>_____<br/>Address, if different from Home Office or Notice Address</p>                                                                                                                                                                                                                                                                                                                                                  |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |

End of Page Two

## AMENDMENTS TO SOLICITATION (JUN 2021)

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: [supplier.ps.sc.edu](http://supplier.ps.sc.edu). 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. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-2]

## QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

The Solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The "State's Response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "State's Response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

## QUESTIONS FROM OFFERORS

The following questions were received pursuant to the original date and time specified on the front of the solicitation:

1. While we understand the contract is for the University System office, will individual universities and campuses within the System also be able to pull data from the vendor's platform?  
**State's Response:** The main Columbia campus will pull data initially, but contract will allow add-ons if other campuses want to use tools.
2. Will you please share the current or historical pricing structure or contract value for the incumbent provider?  
**State's Response:** We prefer not to disclose as past price was specific to a trial engagement.
3. We would like to clarify whether there is flexibility to strike or revise the " Information Security – Location of Data (FEB 2015)" clause of the RFP. While all data centers are hosted completely within the U.S., and product development is primarily based in the U.S., many modern technology companies, utilizes offshore contractors to support testing, operations and targeted development. These resources will not directly service the contract but will contribute to ongoing product enhancements which will benefit the University and thus will be possibly accessing Government Information. An amendment to this prohibition would reflect the standard operating model of many reputable technology providers.  
**State's Response:** The University may consider revising this clause and other clauses during negotiations with the highest ranked offeror. You may choose to identify certain clauses in your proposal that you wish to discuss during negotiations. See clause called DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015) in SECTION VI. AWARD CRITERIA.
4. We would like to clarify whether there is flexibility to strike or revise the "Offshore Contracting Prohibited" clause of the RFP. While all data centers are hosted completely within the U.S., and product development is primarily based in the US, many modern technology companies, utilizes offshore contractors to support testing, operations and targeted development. These resources will not directly service the contract but will contribute to ongoing product enhancements which will benefit the University. An amendment to this prohibition would reflect the standard operating model of many reputable technology providers.  
**State's Response:** See response above to Question 3, which applies here as well.
5. Can you clarify all 3rd party data USC has access to that could help with this project (i.e., Lightcast, BLS, etc.)? What 3rd party data are you expecting the vendor to provide?  
**State's Response:** The University has access to 3rd party data through the current contract. We are expecting the vendor to provide access to any relevant 3rd party data.
6. What systems are USC currently using for curriculum data?  
**State's Response:** The University uses Banner as the SIS, CourseLeaf for curriculum management, and Cognos Datawarehouse/Tableau for reporting.
7. What data sources is USC providing for employment and career outcome information?  
**State's Response:** The University expects the contractor to provide this data. We will provide student completion data and expect the contractor to be able to match the data with publicly available or other 3rd party data.

8. When is USC expecting the analytics tool to go live? Are you open to a phased approach and, if so, what is your desired timeline for each project milestone/deliverable?

*State's Response: We would like it to go live immediately but are open to a phased in approach.*

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE "DUTY TO INQUIRE" CLAUSE IN THE ORIGINAL REQUEST FOR PROPOSAL.

**\*\*\*END OF AMENDMENT 1\*\*\***

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--|--|---------------------------------------|----------------------------------------------|--------------------------------------|------------------------------------------------------------|--|------------------------------------------------------------|---------------------------------------------------|----------------------------------------|--|
| <br>UNIVERSITY OF<br><b>South Carolina</b>                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Request For<br/>Proposals<br/>Amendment 2</b>                                                                                                                                                                                                                                                                                                                       | Solicitation Number<br>Date Issued<br>Procurement Officer<br>Phone<br>E-Mail                        | GS-RFP-260025-01<br>November 26, 2025<br>Donald Stewart<br>803-777-5253<br><a href="mailto:donalddos@mailbox.sc.edu">donalddos@mailbox.sc.edu</a> |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| SOLICITATION DESCRIPTION:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                        | <b>Academic Program, Labor Market, and Alumni Outcomes Analytics Tools</b>                          |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| USING GOVERNMENTAL AGENCY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                        | UNIVERSITY OF SOUTH CAROLINA                                                                        |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| <i>The Term "Offer" Means Your "Bid" or "Proposal."</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| SUBMIT OFFER BY (Opening Date/Time):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>11/26/2025 at 11:00 AM ET 3:00 PM ET</b><br>See "Deadline for Submission of Offer" provision.                                                                                                                                                                                                                                                                       |                                                                                                     |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| QUESTIONS MUST BE RECEIVED BY:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>11/05/2025 at 5:00 PM ET</b><br>See "Questions From Offerors" provision.                                                                                                                                                                                                                                                                                            |                                                                                                     |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| NUMBER OF COPIES TO BE SUBMITTED:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>One (1) online submission (preferred)</b> OR One hard copy and digital version by USB drive for in-person submittals. Digital & hardcopy submittals must be provided as one (1) continuous document. (See "Disclosure of Your Bid/ Proposal and Submitting Confidential Data" provision in Section IIA).<br><b>Initial here if a redacted copy is NOT necessary</b> |                                                                                                     |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| SUBMIT ELECTRONIC OFFERS VIA THE FOLLOWING URL:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                        | <a href="https://supplier.ps.sc.edu">https://supplier.ps.sc.edu</a>                                 |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:<br><br>See "Submitting Your Paper Offer or Modification" provision.                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                        | USC Purchasing Department<br>1600 Hampton St, Suite 606<br>Columbia, SC 29208                       |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| CONFERENCE INFORMATION As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions.                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| CONFERENCE TYPE: <b>Non-Mandatory Pre-Proposal</b><br><br>DATE & TIME: <b>11/05/2025 11:00:00 AM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                        | LOCATION: <b>Virtual via Microsoft Teams.</b><br><b>Contact the Procurement Officer for Access.</b> |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| AWARD & AMENDMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Award will be posted at the Physical Address stated above on <b>12/19/2025</b> . The award, this solicitation, and any amendments will be posted at the following web address:<br><a href="https://supplier.ps.sc.edu">https://supplier.ps.sc.edu</a>                                                                                                                  |                                                                                                     |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| 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.                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| NAME OF OFFEROR (Full legal name of business submitting the offer)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                        | USC SUPPLIER ID or OFFEROR ID                                                                       |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| PRINTED NAME (Printed name of person signing below)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                        | TITLE (Business title of person signing)                                                            |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| AUTHORIZED SIGNATURE (Person authorized to submit binding offer)                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                        | DATE SIGNED                                                                                         |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| <table> <tr> <td colspan="3">OFFEROR'S TYPE OF ENTITY: (Check only one.)</td> <td>(See "Signing Your Offer" provision.)</td> </tr> <tr> <td><input type="checkbox"/> Sole Proprietorship</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Government Entity (federal/state)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Corporate Entity (not tax-exempt)</td> <td><input type="checkbox"/> Corporation (tax-exempt)</td> <td><input type="checkbox"/> Order Address</td> <td></td> </tr> </table> |                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |                                                                                                                                                   | OFFEROR'S TYPE OF ENTITY: (Check only one.) |  |  | (See "Signing Your Offer" provision.) | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Entity (federal/state) |  | <input type="checkbox"/> Corporate Entity (not tax-exempt) | <input type="checkbox"/> Corporation (tax-exempt) | <input type="checkbox"/> Order Address |  |
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| <input type="checkbox"/> Sole Proprietorship                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Partnership                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Government Entity (federal/state)                                          |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |
| <input type="checkbox"/> Corporate Entity (not tax-exempt)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Corporation (tax-exempt)                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Order Address                                                              |                                                                                                                                                   |                                             |  |  |                                       |                                              |                                      |                                                            |  |                                                            |                                                   |                                        |  |

## PAGE TWO

(Return Page Two with your Offer.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
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| <p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p><br><br><br><br><br><br><br><br><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p><br><br><br><br><br><br><br><br><br><br><div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>_____<br/>Phone Number</p> </div> <div style="width: 45%;"> <p>_____<br/>Facsimile</p> </div> </div> <p>_____<br/>E-mail Address</p> |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause.)</p><br><br><br><br><br><br><br><br><br><br><p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address<br/>(check only one)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses.)</p><br><br><br><br><br><br><br><br><br><br><p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address<br/>(check only one)</p>                                                                                                                    |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>ACKNOWLEDGMENT OF AMENDMENTS</b><br/>Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision.)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 12.5%;">Amendment No.</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> <tr> <td>Amendment Date</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 25%; padding: 5px; vertical-align: top;"> <p><b>DISCOUNT FOR PROMPT PAYMENT</b><br/>(See "Discount for Prompt Payment" clause.)</p> </td> <td style="width: 15%; padding: 5px; text-align: center;"> <p>10 Calendar Days (%)</p> </td> <td style="width: 15%; padding: 5px; text-align: center;"> <p>20 Calendar Days (%)</p> </td> <td style="width: 15%; padding: 5px; text-align: center;"> <p>30 Calendar Days (%)</p> </td> <td style="width: 30%; padding: 5px; text-align: center;"> <p>_____ Calendar Days (%)</p> </td> </tr> </table> |                                                                                                                                                                                                                                                                                                                                                                                                                            | Amendment No.               |                             |                                |  |  |  |  |  |  | Amendment Date |  |  |  |  |  |  |  |  | <p><b>DISCOUNT FOR PROMPT PAYMENT</b><br/>(See "Discount for Prompt Payment" clause.)</p> | <p>10 Calendar Days (%)</p> | <p>20 Calendar Days (%)</p> | <p>30 Calendar Days (%)</p> | <p>_____ Calendar Days (%)</p> |
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| Amendment Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
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| <p><b>PREFERENCES - A NOTICE TO VENDORS (SEP 2009):</b> On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <a href="http://procurement.sc.gov/osp/preferences">procurement.sc.gov/osp/preferences</a>.</p> <p><b>ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4) &amp; (6)] <b>PREFERENCES DO NOT APPLY.</b></b></p>                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p><b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:</b> Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i) &amp; (ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required but can be beneficial if you are claiming the Resident Subcontractor Preference [11-35-1524(D)] <b>PREFERENCES DO NOT APPLY.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |
| <p>____ In-State Office Address same as Home Office Address</p> <p>____ In-State Office Address same as Notice Address<br/>(check only one)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>_____<br/>Address, if different from Home Office or Notice Address</p>                                                                                                                                                                                                                                                                                                                                                  |                             |                             |                                |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |                                                                                           |                             |                             |                             |                                |

End of Page Two

#### **AMENDMENTS TO SOLICITATION (JUN 2021)**

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: [supplier.ps.sc.edu](http://supplier.ps.sc.edu). 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. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-2]

#### **QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)**

The Solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “State’s Response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the “State’s Response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

**The deadline for offers has been extended to 3:00 PM ET on 11/26/2025. Offerors are not required to acknowledge this amendment.**

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE “DUTY TO INQUIRE” CLAUSE IN THE ORIGINAL REQUEST FOR PROPOSAL.

**\*\*\*END OF AMENDMENT 2\*\*\***