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| FMU Logo  Dec 11 07 | **Francis Marion University**    **Request for Proposal** | | Solicitation Number:  Date Issued:  Procurement Officer:  Phone:  E-Mail Address: | | | **RFP-2131**  **02/16/2012**  **Eric Garris**  **(843) 661-1134**  [**EGarris@FMarion.edu**](mailto:EGarris@FMarion.edu) | | |
| DESCRIPTION: **Provide, Install, and Maintain an Admissions Constituent Relationship Management System for Francis Marion University.** | | | | | | | |
| USING GOVERNMENTAL UNIT: **Francis Marion University** | | | | | | | |
| ***The Term "Offer" Means Your "Bid" or "Proposal".  Your offer must be submitted in a sealed package. The Solicitation Number & Opening Date must appear on the package exterior. See "Submitting Your Offer" provision.*** | | | | | | | |
| SUBMIT YOUR OFFER TO ONE OF THE FOLLOWING ADDRESSES | | | | | | | |
| MAILING ADDRESS:  **Francis Marion University**  **Purchasing Office**  **P.O. Box 100547**  **Florence, SC 29502-0547** | | EXPRESS SHIPPING ADDRESS:  **Francis Marion University**  **Central Receiving**  **4822 E. Palmetto Street Florence, SC 29506** | | | HAND-DELIVERY:  **Francis Marion University**  **Purchasing Office (Room 102)**  **Stokes Administration Building**  **4822 E. Palmetto Street**  **Florence, SC 29506** | | |
| SUBMIT OFFER BY (Opening Date/Time):   **03/15/2012 2:00 PM**      (See "Deadline For Submission Of Offer" provision) | | | | | | | |
| QUESTIONS MUST BE RECEIVED BY:   **02/24/2012  2:00 PM** (See "Questions From Offerors" provision) | | | | | | | |
| NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, four (4) copies in hard copy clearly marked “COPY,” One (1) Magnetic Media as Specified and One (1) Redacted Copy as Specified.** | | | | | | | |
| CONFERENCE TYPE:   Site Visit for Software Demonstrations             DATE & TIME:    **03/29/12 Times to be determined**  (see “Live Demonstration Requirements” provision) | | | | LOCATION:   Francis Marion University  Lee Nursing Building, Room (Room 137)  4822 East Palmetto Street  Florence, SC 29506 | | | |

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| AWARD & AMENDMENTS | An Intent to Award will be posted on or about **04/04/2012**.  The award, this solicitation, any amendments, and any related notices will be posted at the following web address:  www.fmarion.edu/about/solicitationsandawards |

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

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| OFFEROR'S TYPE OF ENTITY:   (Check one)                                            (See "Signing Your Offer" provision.)    \_\_\_ Sole Proprietorship                           \_\_\_ Partnership                            \_\_\_ Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    \_\_\_ Corporate entity (not tax-exempt)    \_\_\_ Corporation (tax-exempt)      \_\_\_ Government entity (federal, state, or local) |

COVER PAGE (NOV. 2007)

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**PAGE TWO**

**(Return Page Two with Your Offer)**

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

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| PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)          \_\_\_\_Payment Address same as Home Office Address  \_\_\_\_Payment Address same as Notice Address  **(check only one)** | ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)          \_\_\_\_Order Address same as Home Office Address  \_\_\_\_Order Address same as Notice Address  **(check only one)** |

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| ACKNOWLEDGMENT OF AMENDMENTS  Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision) | | | | | | | |
| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
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| DISCOUNT FOR PROMPT PAYMENT  (See "Discount for Prompt Payment" clause) | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | \_\_\_\_\_Calendar Days (%) |

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**Solicitation Outline**

**I. Scope of Solicitation**

**II. Instructions to Offerors**

**A. General Instructions**

**B. Special Instructions**

**III. Scope of Work/Specifications**

**IV. Information for Offerors to Submit**

**V. Qualifications**

**VI. Award Criteria**

**VII. Terms and Conditions**

**A. General**

**B. Special**

**VIII. Bidding Schedule/Cost Proposal**

**IX. Attachments to Solicitation**

**I. SCOPE OF SOLICITATION**

This RFP is intended to facilitate the purchase, installation, and maintenance of a constituent relationship management (CRM) software to manage and track all contacts and processes related to recruitment and admissions for Francis Marion University in accordance with all requirements stated herein.

**ACQUIRE SERVICES (JAN 2006)**

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.  [01-1005-1]

The contract shall be for One (1) year with the option to renew for two (2) additional one-year renewals. Total expenses for the three year term cannot exceed the University’s IT Purchasing Certification of $150,000.

**MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)**

Start date: **04/15/2012** End date: **04/14/2015**.  Dates provided are estimates only.  Any resulting contract will begin on the date specified in the notice of award.  See clause entitled "Term of Contract - Effective Date/Initial Contract Period".  [01-1040-1]

**II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

**DEFINITIONS (JAN 2006)**

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

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

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

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

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

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-1]

**AMENDMENTS TO SOLICITATION (JAN 2004)**

1. The Solicitation may be amended at any time prior to opening.  All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.fmarion.edu/about/solicitationsandawards>
2. 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.
3. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.  [02-2A005-1]

**AWARD NOTIFICATION (NOV 2007)**

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page.  If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation.  Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.  [02-2A010-1]

**BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

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

**BID ACCEPTANCE PERIOD (JAN 2004)**

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

**BID IN ENGLISH and DOLLARS (JAN 2004)**

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

**BOARD AS PROCUREMENT AGENT (JAN 2004)**

(a) Authorized Agent.  All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer.  Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.  (b) Purchasing Liability.  The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code.  Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.  [02-2A030-1]

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

**CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:http://www.scstatehouse.net/code/statmast.htm.  The South Carolina Regulations are available at:http://www.scstatehouse.net/coderegs/statmast.htm.  [02-2A040-1]

**COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)**

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

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

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

**DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

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

**DUTY TO INQUIRE (JAN 2006)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation.  Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation.  Failure to do so will be at the Offeror's risk.  Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.  [02-2A070-1]

**ETHICS CERTIFICATE (MAY 2008)**

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

**OMIT TAXES FROM PRICE (JAN 2004)**

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

**PROTESTS (JUNE 2006)**

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

**PUBLIC OPENING (JAN 2004)**

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

**QUESTIONS FROM OFFERORS (JAN 2004)**

 Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing.  Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page.  Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number.  Oral explanations or instructions will not be binding.  Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors.  (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.  [02-2A095-1]

**REJECTION/CANCELLATION (JAN 2004)**

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

**RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)**

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

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

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

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

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

[02-2A105-1]

**RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)**

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

**SIGNING YOUR OFFER (JAN 2004)**

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

**STATE OFFICE CLOSINGS (JAN 2004)**

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

**SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)**

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

**SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)**

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

**TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

 Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract.  The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it.  The credit is limited to a maximum of fifty thousand dollars annually.  A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit.  After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit.  A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor.  The credit may be claimed on Form TC-2, "Minority Business Credit."  A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return.  Questions regarding the tax credit and how to file are to be referred to:  SC Department of Revenue, Research and Review, Phone:  (803) 898-5786, Fax:  (803) 898-5888.  Questions regarding subcontractor certification are to be referred to:  Governor's Office of Small and Minority Business Assistance, Phone:  (803) 734-0657, Fax:  (803) 734-2498.  [02-2A135-1]

**TAXPAYER IDENTIFICATION NUMBER (JAN 2004)**

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions:  "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.  "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns.  The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required.  If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.  [02-2A140-1]

**VENDOR REGISTRATION OPTIONAL (FMU NOV 2011)**

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

**WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

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

SAP

**II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

**SEND QUESTIONS TO: Francis Marion University**

**Purchasing Department – SAB 102**

**4822 East Palmetto Street**

**Florence, SC 29506**

**Attention: Eric Garris**

**E-mail:** [**EGarris@FMarion.edu**](mailto:EGarris@FMarion.edu)

The preferred method of receiving questions is via e-mail. All questions should be received no later than the date and time specified on the cover page**.**

**LIVE DEMONSTRATION REQUIREMENTS**

The companies with the top three scores based on the initial evaluation by the Evaluation Committee shall be invited to give a live demonstration of their proposal to clarify or verify the contents and the representations made therein. The presentation will be made ‘in person’ at Francis Marion University in Florence, South Carolina, and any travel expenses incurred by the Offeror are the sole responsibility of the Offeror.

The time allotted per individual Offeror shall not exceed one (1) hour for the presentation and 30 minutes for questions and answers. **Note that Thursday, March 29 is the tentatively scheduled date for the live demonstrations. Offerors should reserve this date. Francis Marion University will notify the top three scoring Offerors as quickly as possible to schedule specific dates and times after the evaluation of the written proposals.**

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

Attendees at the live demonstration session must include key members of the Offeror’s proposed account management team.

**CLARIFICATION (NOV 2007)**

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

**CONTENTS OF OFFER (RFP) -- SPO (JAN 2006)**

(a) Offers should be complete and carefully worded and should convey all of the information requested.

(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP.  Emphasis should be on completeness and clarity of content.

(c) Each copy of your offer should be bound in a single volume where practical.  All documentation submitted with your offer should be bound in that single volume.

(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer.  Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

[02-2B040-1]

**DISCUSSIONS and NEGOTIATIONS (NOV 2007)**

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

**DISCUSSION WITH OFFERORS (JAN 2006)**

After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

**MAGNETIC MEDIA – REQUIRED FORMAT (JAN 2006)**

As noted on the cover page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: CD-R; DVD ROM; DVD-R; or DVD+R. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD-+RW, or DVIX are not acceptable and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror’s name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

**SUBMITTING REDACTED OFFERS (Modified)**

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

**OPENING PROPOSALS -- PRICES NOT DIVULGED (JAN 2006)**

In competitive sealed proposals, prices will not be divulged at opening.  [Section 11-35-1530 & R. 19-445.2095(c) (1)]  [02-2B110-1]

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

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.sc.gov, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**III. SCOPE OF WORK/SPECIFICATIONS**

**SCOPE OF WORK**

The University is seeking a vendor to provide, install and maintain a constituent relationship management (CRM) software which will manage and track all contacts and processes related to recruitment and admissions for the University. The ideal system will support the University’s enrollment objectives via features which facilitate stronger relationships with prospective students from the prospect to the matriculation stage. Such features must include web-based functionality (including a student portal), database technology, and specific tools related to prospect tracking, communications flow management, recruitment management, application processing, telecounseling, reporting, and analysis. Furthermore, the CRM system must allow for seamless integration with other academic and administrative mainframe systems such as Oracle/PeopleSoft, Sungard SCT Banner and SAP, as well as legacy systems running DB2, and must function on a variety of standard platforms and desktop systems. Francis Marion University requires automated systems which enhance outreach efforts and improve personalized relationships with prospective students, parents, schools and other stakeholders.

**Francis Marion University:**

Founded in 1970, Francis Marion University is one of South Carolina's 13 public, coeducational universities. As one of the state's six comprehensive institutions, FMU prides itself on providing a strong liberal arts education. The University offers a broad range of undergraduate degrees in over 40 majors and a select number of graduate programs in serving the needs of communities, businesses and industries of the Pee Dee region.

**Current IT system:**

FMU’s current ERP system is a legacy system running on an IBM iSeries i520 running a DB2 database and RPG command language. Workstations are connected in to a LAN the majority of which are PCs although some are Apple Macs. These workstations use IBM Client Access and Terminal services.

**Current Admissions System:**

The Office of Admissions has utilized the Recruitment Plus software product owned by the College Board as its primary recruitment system for managing prospects and applicants that targets the prospects most likely to enroll at FMU. It must connect with our home grown student information system called Bosa Nova. Since the Recruitment Plus software is being discontinued in October of 2013, we are seeking to find a comparable system that will provide for a seamless and complete transfer of data while adding new functionality in keeping with most current technology.

1. **General Requirements**
2. **Overview**

Francis Marion University seeks a Constituent Relationship Management (CRM) software system to better manage communication and interaction with prospective students, inquiries and applicants. The ideal system would include a rules-based communication management system, a student web portal, a telecounseling module, an events management component, a territory management system, a prospect management system, a high school counselor component, and an application processing module. The system should also include and integrate with a robust but easy to use reporting utility. The system should be designed for and accessible through the internet.

1. **General Integration**

The software must seamlessly integrate with Francis Marion University’s legacy student database as well as industry-standard ERP systems such as Oracle/Peoplesoft, Sungard SCT Banner and SAP. The CRM should import and export data from and to a variety of data sources and systems. The CRM should be web-native and operate on Microsoft Windows and Mac end-user desktop systems. Please describe in detail the file import/export capabilities/requirements.

1. **Telecounseling**

The product must include a telecommunications module that enable users to track, code, and add comments to individual student records. Capabilities including scheduling, scripts, histories, and lists are a priority. Calling priorities and lists must be easily compiled and generated according to selected student characteristics and/or specific enrollment objectives. Management monitoring reports such as calling effectiveness, call results, length of calls, calls made per caller in specified time period, etc., are required.

1. **Web Portal**

The product must be able to provide an attractive and seamless interface between the prospective student and the University’s mainframe for routine prospective/admitted student functions such as requesting enrollment information, paying application/deposit fees, checking application status. Additional functions should include ability to utilize “chat” features for prospects to communicate in real time with admissions personnel. The portal should incorporate push and pull capability and be customizable by the student and by the university.

1. **Security and Authorization**

The product must also provide various levels of security and authorization allowing or preventing view and update capability for certain data and forms, depending on user roles, needs, and level of authority. The system must be secure and not at risk for hacking and unauthorized access. Address security in terms of data encryption in general and handling of any financial data, and the use of SSN if any.

1. **Computational Capabilities**

The product should be able to accommodate scoring students based on the statistical probability that they might enroll, including calculating and storing predictive modeling scores. It should be able to compute GPAs based on entered courses and grades, calculate predictive GPAs based on formulas, calculate rankings and indexes based upon linear regression formulas, statistical models, and correlation coefficient inputs which can be updated and amended as needed.

1. **Report Capability and Ancillary Software/Hardware Products**

The product should have the ability to produce standard reports and custom reports utilizing a report-writer function. Upon submission of a bid, the vendor must produce a listing of all available reports. In addition, the vendor must specify all ancillary software products (i.e. Crystal Reports, Microsoft Access, Adobe Acrobat, etc.) and hardware equipment that are necessary to support the system.

1. **Data Importing**

The product should be able to import purchased prospect data from a variety of student search and application data providers including (but not limited to) ACT, SAT, NRCCUA, PSAT, PLAN, CollegeNet, SPEEDE, MyCollegeOptions, Docufide, etc., and be able to identify the source of the data in the system. The product should have sophisticated matching routines that prevent incorrect or duplicate loading of data.

1. **Data Management**

The product should manage prospect, inquiry, applicant, admitted and confirmed (students who have committed to attending the University) student data through the admissions funnel and life cycle with seamless backward and forward integration. An “executive dashboard” approach should be employed to provide quick access to important information required for managerial decision-making.

1. **Training Materials and System Documentation**

A copy of all training materials and minimum system requirements, and system documentation must be submitted with each bid. If there are additional charges for training materials, manuals, and assistance, the costs should be specified and included in the pricing provided in the bid.

1. **References**

Please provide the names, address and telephone numbers of four U.S. customers that have implemented your software in the last six months.

* Complete Attachment 2: Offeror Information: References.
* Please provide a general reference list of additional customers that use your software.

1. **System Diagram**

Please provide a high level diagram listing the major components of the software and the hardware on which they reside when fully deployed.

1. **Additional Technical Aspects**

* The system including the operating system and database environments must run on industry standard, commonly used and widely supported hardware platforms.
* The system must be robust and scalable to the complex needs of the University.
* It is preferred that the system be client-hosted.

1. **Implementation Partners**

List any implementation partners, third party vendors or products required or recommended.

1. **Specific Functional Requirements**

Indicate in the table below whether your CRM solution satisfies the requirement, if it does not meet the requirement, or if it partially meets the requirement. For partial requirements, provide an explanation.

**NOTE:** “Critical Functional Requirements.” are denoted by the shaded sections. Prospective vendors who cannot check “Meets” on these requirements will be eliminated from future consideration.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Reqrmnt  Number | Type | Description | Meets | Does  Not Meet | Partially  Meets |
| 1 | Communication | Ability to send customized html, graphic or text emails to students at various phases of the admissions lifecycle at an unlimited capacity. |  |  |  |
| 2 | Communication | Ability to define and use rules based on student attributes in the communication process flow for written, e-mail and tele-counseling communication activities |  |  |  |
| 3 | Communication | Ability to allow an opt-out for students who no longer want to be contacted |  |  |  |
| 4 | Communication | E-mails sent through a vendor-supported ISP should be whitelisted with various e-mail ISP companies such as Microsoft, Yahoo and AOL |  |  |  |
| 5 | Communication | Ability to track and query every communication made with an individual, including date and time stamp, and communication description, and status of the item |  |  |  |
| 6 | Communication | Ability to schedule and track customized, rules-based marketing campaigns that track contacts and trigger future communications |  |  |  |
| 7 | Communication | Ability to create individualized student, parent, high school counselor, and alumni volunteer web portals with push and pull capabilities for customization. |  |  |  |
| 8 | Communication | Ability to resend individual mailings, restart or end a communication flow, and add/remove individual items for a specific student. Incorporate behavioral targeting for follow-up communications. |  |  |  |
| 9 | Communication | Ability to indicate deceased students and prevent future automated communications |  |  |  |
| 10 | Communication | Ability to manage incoming e-mail and route to appropriate staff based on defined rules |  |  |  |
| 11 | Communication | Ability to identify multiple addresses, prior addresses, and incorrect address information. |  |  |  |
| 12 | Data | Ability to provide email statistics with open and click through rates. |  |  |  |
| 13 | Data | Ability to create and query user-defined fields as needed |  |  |  |
| 14 | Data | Ability to compare address records against postal verification software for address correction |  |  |  |
| 15 | Data | Ability to identify, merge, delete or otherwise resolve potential duplicate records |  |  |  |
| 16 | Data | Ability to identify and designate twins and triplets |  |  |  |
| 17 | Data | Ability to query records on a variety of data elements, such as name, ID, state, birth date, major, status, etc, or any combination of elements |  |  |  |
| 18 | Data | Ability to assign a status relating to the various phases of the admissions cycle: prospect, inquiry, applicant, admit, confirmed, enrolled, with sub-categories in each stage |  |  |  |
| 19 | Data | Ability to assign geo-demographic information about prospects and applicants, including EPS segment, and utilize this information in customized marketing plans |  |  |  |
| 20 | Data | Ability to assign predictive model scores to prospects and applicants, and utilize this information in marketing plans |  |  |  |
| 21 | Data | Ability to calculate and assign qualifying scores to prospects and applicants, and utilize this information in marketing plans |  |  |  |
| 22 | Data | Ability to track the individual’s level of interest in the institution, and utilize this information in marketing and communication plans |  |  |  |
| 23 | Data | Ability to record multiple types of standardized test scores, by date and type of test |  |  |  |
| 24 | Data | Ability to import data from various standardized testing services score reports, such as ACT, SAT, Cappex, Hobsons, etc. and to capture the extensive data on these reports |  |  |  |
| 25 | Data | Ability to identify the best standardized test sub scores from multiple test administrations and calculate a highest combined overall score including SAT or ACT sub scores, TOEFL, or other standardized tests |  |  |  |
| 26 | Data | Ability to record high school courses taken and grades earned, and calculate various GPAs based on this information. Must be able to apply weighting factors on specific courses |  |  |  |
| 27 | Data | Ability to calculate admissions and scholarship indexes based on Standardized test scores, high school GPAs, class rank, and other quantitative and qualitative data as needed. |  |  |  |
| 28 | Data | Ability to identify and track class rank |  |  |  |
| 29 | Data | Ability to maintain CEEB codes and related data about high schools and other academic institutions |  |  |  |
| 30 | Data | Ability to assign multiple prior institutions (high schools and colleges) to individuals |  |  |  |
| 31 | Data | Ability to identify special academic programs or services for an individual and whether they have been offered, accepted or rejected by the student |  |  |  |
| 32 | Data | Ability to identify and track scholarships for which the student is eligible, and whether they have been offered, accepted or rejected by the student |  |  |  |
| 33 | Data | Ability to track students with special talents, such as athletes, musicians, or high-achieving scholars |  |  |  |
| 34 | Data | Ability to track activities, interests, work experience, volunteer activities, leadership activities, legacy information, first-generation college students, and other demographic information and utilize that information in communication and marketing plans |  |  |  |
| 35 | Data | Ability to associate and store incoming data files, documents, PDF files, images, etc., with students and applicants |  |  |  |
| 36 | Data | Ability to associate, view and store system-generated letters and e-mails with students |  |  |  |
| 37 | Data | Ability to purge selected records |  |  |  |
| 38 | Data | Ability to identify international students |  |  |  |
| 39 | Data | Ability to capture and maintain data elements required for state and federal reporting |  |  |  |
| 40 | Data | Ability to store a variety of comments and notes at each stage of the admission cycle |  |  |  |
| 41 | Data | Ability to generate and assign unique student ID numbers |  |  |  |
| 42 | Inquiry | Ability for prospective students to request information through a customized portal with dynamic student content based on major and extracurricular activities. |  |  |  |
| 43 | Inquiry | Ability to track contacts students have had with the university |  |  |  |
| 44 | Inquiry | Ability to track prospective student hits on various portal pages |  |  |  |
| 45 | Inquiry | Ability for prospective students to have a password reminder or hint, and to have a forgotten password re-set and/or emailed to the student |  |  |  |
| 46 | Inquiry | Ability to capture, store and utilize multiple source codes and contact types |  |  |  |
| 47 | Inquiry | Ability to create high school counselor portals, customized to their needs |  |  |  |
| 48 | Recruiting Events | Ability to plan recruiting events and activities |  |  |  |
| 49 | Recruiting Events | Ability to assign recruiting territories and students to recruiters by territories, regions, states, counties, and high schools |  |  |  |
| 50 | Recruiting Events | Ability to manage recruits by territories |  |  |  |
| 51 | Recruiting Events | Ability to plan manage and report on events, visits, and other recruiting activities by territory, state, etc. |  |  |  |
| 52 | Recruiting Events | Ability to create a calendar of events available to prospects through the portal |  |  |  |
| 53 | Recruiting Events | Ability to create chat rooms through the web portal |  |  |  |
| 54 | Recruiting Events | Ability to track invitations and attendance at recruiting events |  |  |  |
| 55 | Recruiting Events | Ability to send automated email reminders to students who register for events |  |  |  |
| 56 | Recruiting Events | Actionable event communications including letters, calls emails, nametags, agendas, checklists, and event ROI measurement |  |  |  |
| 57 | Telecounseling | Ability to support a robust telecounseling campaign, including managing, cueing, tracking and reporting on 25,000+ individual phone calls per year |  |  |  |
| 58 | Telecounseling | Ability to manage and report on caller activity, including calls made, average length of calls, call results, and identify peak, preferred and most successful times for calls to be made |  |  |  |
| 59 | Telecounseling | Ability to define, reference and store caller scripts |  |  |  |
| 60 | Telecounseling | Ability to control access to information for volunteer callers |  |  |  |
| 61 | Telecounseling | Ability to track preferred call time |  |  |  |
| 62 | Telecounseling | Ability to capture user-defined data for surveys, event evaluations and follow-up |  |  |  |
| 63 | Telecounseling | Ability to auto-assign or schedule calls to counselors or calling staff based on specified criteria |  |  |  |
| 64 | Telecounseling | Ability to generate instant e-mail follow-up upon call completion |  |  |  |
| 65 | Application Processing | Ability to load CollegeNet web applications directly into the system |  |  |  |
| 66 | Application Processsing | Ability to store and edit admission application until ready for submission |  |  |  |
| 67 | Application Processing | Ability for students to complete an application on-line |  |  |  |
| 68 | Application Processing | Ability to build multiple customized online applications by type: freshman, transfer, international, readmit, special, nursing, scholarship, graduate, etc. |  |  |  |
| 69 | Application Processing | Ability to track history of admission decisions and associated dates (accepted, deferred, waitlist, denied, canceled, confirmed, etc.) |  |  |  |
| 70 | Application Processing | Ability to request and track required documents based on type of application |  |  |  |
| 71 | Application Processing | Ability to record and receipt application fees and acceptance deposits |  |  |  |
| 72 | Application Processing | Ability to automatically update application status based on receipt of required documents or other similar actions |  |  |  |
| 73 | Application Processing | Ability to identify students requiring special consideration in the application process |  |  |  |
| 74 | Application Processing | Ability for students to check the status of their application through a customized portal and to see missing documents or requirements, and prompt students to future action |  |  |  |
| 75 | Application Processing | Ability to maintain multiple applications by application type, program, level, college or major for multiple terms |  |  |  |
| 76 | Application Processing | Ability to copy or “roll over” applications from one term to another, and to copy one application to another for the same term |  |  |  |
| 77 | Reporting | Ability to automatically generate standard managerial reports, such as “funnel” reports, source effectiveness, yield analysis, and two-year application comparison reports |  |  |  |
| 78 | Reporting | Ability to create, generate, and save ad-hoc queries, reports and lists as needed |  |  |  |
| 79 | Reporting | Ability to export data as needed in a variety of formats, such as comma delimited (csv), xml, xls, html, text, MS Access, etc. |  |  |  |
| 80 | Reporting | Ability to integrate with EPS and/or EIS market analysis tools |  |  |  |
| 81 | Reporting | Ability for staff at all levels to manage the “pipeline”--students assigned to them at each phase of the admissions cycle |  |  |  |
| 82 | Reporting | Ability to compare current and historical data |  |  |  |
| 83 | Security | Easy to set up and control security by user group |  |  |  |
| 84 | Security | Ability to restrict access by person, roles and job functions |  |  |  |
| 85 | Security | System must be secure from unauthorized access |  |  |  |
| 86 | Security | System must maintain records of system activity, including log files of changes to data with date/time stamp and user id of the person making the change or update |  |  |  |
| 87 | Security | System must be protected against malicious code attacks such as viruses and hackers |  |  |  |
| 88 | Technical | System must be functional and accessible 24/7 |  |  |  |
| 89 | Technical | System must be a web portal and compatible with major web browsers such as Internet Explorer, Firefox, Chrome, Opera, Safari, etc. and be accessible on and off campus through any live internet connection |  |  |  |
| 90 | Technical | Ability to customize data entry screens |  |  |  |
| 91 | Technical | Ability for end user to create and save new customized screens |  |  |  |
| 92 | Technical | System must be scalable and allow up to forty concurrent users without a degradation of performance |  |  |  |
| 93 | Technical | Ability to manage 100,000 prospect records per year without a degradation of performance |  |  |  |
| 94 | Technical | System web interface must be compliant with Section 508 of the Rehabilitation Act |  |  |  |
| 95 | Technical | Ability to customize and “brand” the screens and web portals with University images, logos and graphics |  |  |  |
| 96 | Technical | Proposed system must utilize ORACLE RDBMS or Microsoft’s SQL Server |  |  |  |

1. **Additional Questions**
2. Describe any operating assumptions related to your overall solution, as they pertain to broad performance and implementation at Francis Marion University.
3. Discuss the scope of conversion requirements that will provide for the initial load of data into the new system. What costs are associated with conversion? Be as specific as possible about conversion plans and responsibilities between your organization and the University, down to the task level.
4. Provide a detailed training plan for implementation and the required time frames from each area of the University (including, but not limited to, Admissions Staff, web programmers and Information Technology Services/staff programmers).
5. Describe the minimum and recommended software and hardware components that are required for operations of like size and complexity to Francis Marion University.
6. Can your solution operate on the IBM DB2 Platform, the University’s standard database architecture? If YES, please separate any RDBMS related pricing for your components. If NO, explain optional RDBMS configurations and separate costs.
7. Can your solution operate within the University’s standard application architecture, which is based on Web/Browser technology? If NO, explain your proposed solution.
8. Is source code provided?
9. What is the maximum number of concurrent users the system can handle?
10. Describe your company’s strategy and commitment to the higher education market. Include additional products and services your company provides to higher education clients.
11. How long has your product been on the market? How many total U.S. higher education clients do you have currently using the product?
12. Describe how your product is enhanced and improved. How often do you issue new releases? What are your plans for future product development? How long do you support prior releases of the software?
13. Describe the unique features of your product that will allow the University to gain a competitive advantage. What unique features does your product contain that are not found in other CRM solutions?
14. What level of skill and training is required for end-users to be able to write their own queries and ad-hoc reports?
15. Do you conduct regular user conferences? How often? Please provide a sample agenda and registration form for this event.
16. Is your database accessible by institutional users through a mobile application or web browser?
17. **Implementation Plan**

As noted in Section 2. (above), the implementation timeline should provide for conversion and testing by July 15, 2012, with the new system completed, installed and functional by August 1, 2012. This timetable is critical to ensure that the system is operational in time for recruiting the Fall 2013 class. The amount of on-site and/or off-site assistance provided by the vendor during the product implementation and the duration of training should be specified in the bid and clearly noted. Any costs for “troubleshooting” problems after the initial implementation should also be outlined in the pricing provided in the bid.

1. **Service and Maintenance**

The vendor must provide an annual service and maintenance contract. A copy of the service contract should be submitted with the bid proposal. The contract should stipulate the level of “help-desk” service and on-site service that will be provided and list the costs for additional services above those thresholds. The contract should also specify any maintenance that will be provided for the system, including updates or upgrades to accommodate new product features, periodic system maintenance, and guarantees should any module or software component become ineffective for its intended use. The product source code must be placed in escrow and made available in the event your company encounters any difficulties.

1. **Additional Information**

This section may contain any additional information to further describe, demonstrate or explain the functions and features of the software and hardware systems proposed that is not otherwise covered in other sections of the proposal. The vendor should include product documentation, and corporate information in this section.

>> Offeror shall provide information reflecting your current financial position indicating that your company is financially sound.

>> Offeror shall provide a list of failed projects, suspensions, debarments, and significant litigation or provide a statement that these situations have not occurred.

**IV. INFORMATION FOR OFFERORS TO SUBMIT**

**PROPOSAL CONTENT**

**INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)**

**Offeror shall submit a signed Cover Page and Page Two.  Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.  [04-4010-1]**

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

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

[04-4005-1]

To be considered for award, all proposals should include, at a minimum, the following information. Responses should provide the details required and not just a statement of compliance.

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

1. **Cover Letter**

A cover letter, which includes a summary of the Offeror’s ability to perform the services described herein and statement that the offeror is willing to perform those services and enter into a contract with Francis Marion University. The cover letter must be signed by a person having the authority to commit the offeror to a contract.

1. **Executive Overview**

Your offer should include a summary of the proposed solution that reflects your understanding of both the state's needs and how your solution will satisfy those needs. Include enough detail to demonstrate your understanding of the current environment and scope of the project. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and consultants/subcontractors).

1. **Functional & Technical Proposal**

* Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.
* Vendor should describe in detail how the proposed system meets each requirement in the section titled: Section III Scope of Work/Specifications. Proposals should include but not be limited to the preceding specific specifications section (see III. Scope of Work/ Specifications section above). Vendor’s response should follow the outline used in this RFP.

1. **Business Proposal** – In addition to the above, vendor shall submit all price information as a separate sealed document (**complete Section VIII “Bidding Schedule/Price-Business Proposal”**):

This Business Proposal will include the initial cost of the software, required hardware, installation costs, data migration to FMU’s future ERP of choice, training and consulting costs, system documentation and training materials costs, annual service agreement and maintenance costs, annual user conference costs, third-party software or services costs, and any other associated costs. The University shall incur no charges for duplicating software environments for test and disaster recovery systems.

* The Offeror should submit pricing that includes all components noted in Section III. Scope of Work/Specifications.
* Third-party software or services costs, and any other associated costs should be included.
* Cost and coverage of the annual maintenance contract will be a factor in determining the total cost to the University.

**MINORITY PARTICIPATION (JAN 2006)**

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

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

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

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

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

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

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

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

[  ]  Traditional minority

[  ]  Traditional minority, but female

[  ]  Women (Caucasian females)

[  ]  Hispanic minorities

[  ]  DOT referral (Traditional minority)

[  ]  DOT referral (Caucasian female)

[  ]  Temporary certification

[  ]  SBA 8 (a) certification referral

[  ]  Other minorities (Native American, Asian, etc.)

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

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

[04-4015-1]

**OFFSHORE CONTRACTING (JAN 2006)**

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

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

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

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

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

[04-4020-1]

**V. QUALIFICATIONS**

**QUALIFICATION OF OFFEROR (JAN 2006)**

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

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

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform.  Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact.  In determining your responsibility, the state may evaluate your proposed subcontractors.  [05-5030-1]

**VI. AWARD CRITERIA**

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

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

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

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

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

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

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

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

All proposals will be initially reviewed by the University for purposes of determining responsiveness. Any proposal that does not meet the material and/or essential requirements of the State will be subject to disqualification pursuant to S.C. Statute, Regulations and Interpretative Authorities.

All responsive proposals will be evaluated by an evaluation panel on the basis of the following criteria listed in order of importance. The award will be made to the responsive Offeror who’s proposal, taking into consideration all evaluation factors, is deemed most advantageous to Francis Marion University. The evaluation will take place in two phases.

**Phase I**

1. **Product’s Ability to Meet functional Requirements**
2. **Cost Factor (Total for 3 years)**
3. **Technical Configuration and Requirements**
4. **Ease of Integration**
5. **Implementation Plan**
6. **Service and Maintenance Coverage**

Based on the evaluation of the above criteria, each of the **top three Offerors** will be further evaluated via presentations/demonstrations.

Each of the top three offerors will be asked to demonstrate their solutions for **DEMONSTRATION PURPOSES ONLY**. Each vendor asked to provide a demonstration will be evaluated against the criteria indicated below.

**Note: March 29, 2012 is the tentatively** **scheduled date for the live demonstrations. Offerors should reserve this dates. FMU will notify Offerors as quickly as possible to schedule specific times.**

Upon completion of the presentations/demonstrations, each of the top three Offerors will be evaluated on the following criteria:

**Phase II**

1. **Product’s Ability to Meet functional Requirements as Demonstrated during the Presentation**
2. **Cost Factor (Total for 3 years)**
3. **Technical Configuration and Requirements**
4. **Ease of Integration**
5. **Implementation Plan**
6. **Service and Maintenance Coverage**

**NEGOTIATIONS (JAN 2006)**

The Procurement Officer may elect to make an award without conducting negotiations.  However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror.  If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.  [06-6070-1]

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

**ASSIGNMENT (JAN 2006)**

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

**BANKRUPTCY (JAN 2006)**

(a) Notice.  In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit.  This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing.  This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made.  This obligation remains in effect until final payment under this Contract.  (b) Termination.  This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.  [07-7A005-1]

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

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

**CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)**

(a) Any contract resulting from this solicitation shall consist of the following documents:  (1) a Record of Negotiations, if any, executed by you and the Procurement Officer,  (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable,  (3) the solicitation, as amended,  (4) modifications, if any, to your offer, if accepted by the Procurement Officer,  (5) your offer,  (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders.  These documents shall be read to be consistent and complimentary.  Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.  (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor.  Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.  (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit.  Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.  [07-7A015-1]

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

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

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

[07-7A020-1]

**DISPUTES (JAN 2006)**

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

**EQUAL OPPORTUNITY (JAN 2006)**

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

**FALSE CLAIMS (JAN 2006)**

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

**NON-INDEMNIFICATION (JAN 2006)**

Any term or condition is void to the extent it requires the State to indemnify anyone.  [07-7A045-1]

**NOTICE (JAN 2006)**

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

**PAYMENT (JAN 2006)**

(a) The Using Governmental Unit 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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.  (b) Unless the purchase order specifies another method of payment, payment will be made by check.  (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45.  Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.  [07-7A055-1]

**PUBLICITY (JAN 2006)**

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

**PURCHASE ORDERS (JAN 2006)**

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

**SETOFF (JAN 2006)**

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

**SURVIVAL OF OBLIGATIONS (JAN 2006)**

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

**TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance.  Any personal property taxes levied after delivery shall be paid by the State.  It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority.  Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority.  In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay.  Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.  [07-7A080-1]

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

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

**THIRD PARTY BENEFICIARY (JAN 2006)**

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

**WAIVER (JAN 2006)**

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

**VII. TERMS AND CONDITIONS -- B. SPECIAL**

**CHANGES (JAN 2006)**

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

(a)  drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b)  method of shipment or packing;

(c)  place of delivery;

(d)  description of services to be performed;

(e)  time of performance (i.e., hours of the day, days of the week, etc.); or,

(f)  place of performance of the services.  Subparagraphs (a) to (c) apply only if supplies are furnished under this contract.  Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

[07-7B025-1]

**COMPLIANCE WITH LAWS (JAN 2006)**

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

**CONTRACTOR'S LIABILITY INSURANCE (JAN 2006)**

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor’s Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor’s obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) $1,000,000

Products/Completed Operations $1,000,000

Personal and Advertising Injury $1,000,000

Each Occurrence $1,000,000

Fire Damage (Any one fire) $ 50,000

Medical Expense (Any one person) $ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit $1,000,000

OR

Bodily Injury & Property Damage (each) $750,000

WORKER’S COMPENSATION:

State Statutory

Employers Liability $100,000 Per Acc.

$500,000 Disease, Policy Limit; $100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor’s general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor’s liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

**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]

**CONTRACTOR’S USE OF STATE PROPERTY (JAN 2006)**

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

**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 (JAN 2006)**

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

**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]

**OWNERSHIP OF DATA & MATERIALS (JAN 2006)**

All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

**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.

**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).

**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]

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

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

**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 1year, 0 months, 0 days from the effective date.  Regardless, this contract expires no later than the last date stated on the final statement of award.  [07-7B240-1]

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

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

**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 ninety (90) days prior to the expiration of the then current term.

**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]

SAP

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

**BIDDING SCHEDULE (NOV 2007)**

**PRICE PROPOSAL (JAN 2006)**

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

### Note: All costs must be submitted in a separate sealed envelope.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Quantity** | **Unit of Measure** | **Unit Price** | **Extended Price** |
| **1** | 1.000 | Activity unit |  |  |
| **Item Description:** Furnish, Deliver, and Install an Admissions Constituent Relationship Management (CRM) system. | | | | |
| **Tendering Text:** Indicate the cost of the Admissions CRM System to be delivered and installed. Pricing should include software, site licenses, data conversion, implementation, training, and warranty. Please provide additional detailed price schedule to cover each component for informational purposes. | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Quantity** | **Unit of Measure** | **Unit Price** | **Extended Price** |
| **2** | 1.000 | Activity unit |  |  |
| **Item Description:** Maintenance & Support - Year 1 | | | | |
| **Tendering Text:** Indicate pricing for Maintenance & Support for Year 1. | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Quantity** | **Unit of Measure** | **Unit Price** | **Extended Price** |
| **3** | 1.000 | Activity unit |  |  |
| **Item Description:**Maintenance & Support - Year 2 | | | | |
| **Tendering Text:**Indicate pricing for Maintenance & Support for Year 2. | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Quantity** | **Unit of Measure** | **Unit Price** | **Extended Price** |
| **4** | 1.000 | Activity unit |  |  |
| **Item Description:** Maintenance & Support - Year 3 | | | | |
| **Tendering Text:** Indicate pricing for Maintenance & Support for Year 3. | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Quantity** | **Unit of Measure** | **Unit Price** | **Extended Price** |
| **5** | 1.000 | Activity unit |  |  |
| **Item Description:** Any additional expenses not categorized above. | | | | |
| **Tendering Text:** Indicate any additional expenses not included in any of the previous categories. | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** |  |  |  | **Total Price** |
| **6** | Grand Total | | |  |
| **Item Description:** Total of All Costs Above | | | | |

**IX. ATTACHMENTS TO SOLICITATION**

**ATTACHMENT 1:**

**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING**

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

[09-9005-1]

**Attachment 2**

**OFFEROR INFORMATION**  
**References:**

Supply three (3) references of higher education institutions for whom OFFEROR has provided similar services during the last two (2) years:

|  |  |
| --- | --- |
| **1. Agency or Firm Name:** |  |
| Business Address: |  |
| Mailing Address: |  |
| Contact Person: |  |
| Telephone: |  |
| Email address: |  |
| Type of Service: |  |
| Dates(s) when service provided |  |
| **2. Agency or Firm Name:** |  |
| Business Address: |  |
| Mailing Address: |  |
| Contact Person: |  |
| Telephone: |  |
| Email address: |  |
| Type of Service: |  |
| Dates(s) when service provided |  |
| **3. Agency or Firm Name:** |  |
| Business Address: |  |
| Mailing Address: |  |
| Contact Person: |  |
| Telephone: |  |
| Email address: |  |
| Type of Service: |  |
| Dates(s) when service provided |  |

**Attachment 3**

**OFFEROR'S CHECKLIST**

*AVOID COMMON BID/PROPOSAL MISTAKES*

Review this checklist prior to submitting your bid/proposal.

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

* Do not include any 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 state's mandatory requirements.
* Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: submitting confidential information. ***DO NOT mark your entire bid/proposal 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 business.
  + Make sure your Bid/Proposal includes the number of copies requested.
  + Check to ensure your Bid/Proposal includes everything requested!
  + If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding prebid/proposal conferences.

This checklist is included only as a reminder to help offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.

You do not need to return this checklist with your response.

**THIS IS THE END OF THIS DOCUMENT**