

	<b>State of South Carolina</b>  Request for Proposal	Solicitation: 5400017513 Date Issued: 10/29/2019 Procurement Officer: Bert Red Phone: 843-792-9815 E-Mail Address: <a href="mailto:redb@musc.edu">redb@musc.edu</a> Mailing Address: Medical University of South Carolina, Building #1, Procurement – Suite 501, 1 South Park Circle, Charleston, SC 29407
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DESCRIPTION: **PARKING MANAGEMENT SYSTEM**

USING GOVERNMENTAL UNIT: **Medical University of South Carolina**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **01-06-2020 3pm EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **Wednesday, 11-13-2019 10am EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) original, two (2) copies and one (1) redacted copy (marked "redacted"). Also see page 16, regarding electronic copies.

<b>CONFERENCE TYPE: Optional site-visit</b> Date & Start Time: <b>Thursday, November 7, 2019 starting 10 am- ending 11:30 am EST</b> Contact Person's Name: Bert Red Contact's Phone Number: 843 792 9815 Location: Office of Parking Management 91 President Street, 2nd floor office, Charleston SC 29425  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	<b>LOCATION:</b> Office of Parking Management 91 President Street, 2nd floor office, Charleston SC 29425
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on 02-24-2020, 11 am EST. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://academicdepartments.musc.edu/vpfa/finance/purchasingap/vendors/solicit-awards/awardbids.htm">http://academicdepartments.musc.edu/vpfa/finance/purchasingap/vendors/solicit-awards/awardbids.htm</a>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<b>NAME OF OFFEROR</b>  (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.
<b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	<b>DATE SIGNED</b>
<b>TITLE</b>  (business title of person signing above)	<b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
<b>PRINTED NAME</b>  (printed name of person signing above)	<b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship  Partnership  Other \_\_\_\_\_

Corporate entity (not tax-exempt)  Corporation (tax-exempt)  Government entity (federal, state, or local)

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

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)
	<hr/> Area Code - Number - Extension Facsimile <hr/> E-mail Address

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)] **PREFERENCES DO NOT APPLY TO THIS RFP**

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). **PREFERENCES DO NOT APPLY TO THIS RFP**

\_\_\_\_ In-State Office Address same as Home Office Address \_\_\_\_ In-State Office Address same as Notice Address **(check only one)**

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# I. Scope of Solicitation

## **ACQUIRE SERVICES and SUPPLIES / EQUIPMENT**

The Medical University of South Carolina (MUSC), an Academic Health Sciences University is comprised of six (6) Colleges: Medicine, Dental Medicine, Nursing, Pharmacy, Health Professions and Graduate Studies, seeks to purchase and implement a Parking Management System designed to fully integrate all employee and student parking administrative and operational functions. The Parking Management System must be robust, secure, primarily vendor-hosted and web-based, and must serve to improve staff efficiency, enhance customer convenience, increase revenues, and create better parker compliance. This modern system should allow for the use of modern coding platforms, architectures, and data exchange methods. Further, MUSC's desire is that the Parking Management System will meet today's needs and is scalable and sustainable to take MUSC into the future.

Accordingly, under this Solicitation, MUSC seeks to procure: (i) a web-based Parking Management System, which includes an iOS/Android compatible "app" for customer interaction with the System; (ii) System integration, modification, configuration, implementation, production hosting and processing, System maintenance and transition, and interfacing services for the System, (iii) associated handheld and vehicle mounted enforcement devices and, (iv) License Plate Recognition Systems, and associated cameras and software, stationary and mobile, all in accordance with all requirements herein (including all exhibits and attachments), all Applicable Laws and regulations, and the Offeror(s)'s responses thereto (collectively, the "Services").

### **MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006):**

Start date: 03-05-2020 End date: 03-04-2027 Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

# II. Instructions to Offerors

## **A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

**APPLICABLE LAW(S)** mean(s) collectively any and all laws, codes, regulations, rules, ordinances, guidelines, tariffs or judicial and administrative orders now in effect or hereinafter enacted or adopted, as amended from time to time, in any jurisdiction: (a) applicable to the Solicitation and Contract(s) and use of the System and Services by MUSC and its customers and personnel; (b) applicable to Government Information; (c) identified in the clause entitled "Information Use and Disclosure – Standards", and (d) applicable to unfair, deceptive, or abusive practices.

**APPLICATION SOFTWARE OR "APPLICATION"** means Software that performs user or business-related data processing functions. Applications Software shall include all such programs or programming required to meet Contractor(s)'s obligations in providing MUSC with the Parking Management System.

**BOARD** means the Board of the State Fiscal Accountability Authority or its successor in interest.

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

**CHANGE ORDER** means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

**CONTRACT** See clause entitled Contract Documents & Order of Precedence.

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

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

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

**DERIVATIVE WORKS** means any materials or computer programs based upon proprietary software or customized software prepared by Contractor's or its subcontractor's personnel in providing Services or work to State, including translations, reproductions, abridgements, condensations, or any other form in which the proprietary software or customized software may be recast, transformed, adapted, revised or modified.

**DOCUMENTATION** means written materials and manuals (and machine-readable text subject to display and printout) describing the functional processes, assumptions, specifications and principles of operation of the computer programs to a System.

**EQUIPMENT** means all computing, networking, communications and related computing equipment procured, provided, operated, supported, or used by Contractor in connection with Contractor providing the System.

**INTELLECTUAL PROPERTY RIGHTS** mean all current and future worldwide rights of the following types: patents and other patent rights, utility models, copyrights, mask work rights, trade secrets, and all other intellectual property rights and the related documentation or other tangible expression thereof.

**MUSC** means the Using Governmental Unit identified on the Cover Page.

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

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

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

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

**SOFTWARE** means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

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

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

**SUBCONTRACTOR** means any person you contract with to perform or provide any part of the work.

**SYSTEM** means all Equipment and Software that comprise Contractor's proposed Parking Management System solution comporting with the State's requirements set forth in this Solicitation. The "System" includes Contractor's Proprietary Software and Contractor created Customized Software, and all materials related thereto supplied to the State under this Solicitation, which may include, without limitation, flow charts, logic diagrams, Documentation, source codes, object codes, and materials of any type whatsoever (tangible or intangible and machine or human readable) which incorporate or reflect the design, specifications, or workings of such programs and any changes, additions or modifications provided through maintenance or updates. System may refer to more than one System, despite the use of the singular. System, or components thereof, may operate on a mainframe host platform ("Host System") or a microprocessor workstation platform or server platform ("Server Platform") or web-based service enabled components ("Internet Components") or any combination of the same.

**THIRD PARTY** means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

**THIRD PARTY SOFTWARE** means Software, licensed directly by the third party vendor to MUSC solely for use with the System as required and identified by Contractor in this Solicitation and license, Maintenance and support fees included in Contractors Fees.

**UPDATE(S)** mean(s) any patch, fix, improvement, enhancement or change to Software that Contractor(s) make(s) commercially available at no additional charge to customers in connection with Software maintenance.

**US or WE** means the using governmental unit.

**USING GOVERNMENTAL UNIT** means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

**WEB-BASED SERVICE** means a service or System accessed over the Internet and licensed, acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a- service, and hosted computer services. [07-7B104-1]

**WORK** means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-2]

**YOU and YOUR** means Offeror.

**AMENDMENTS TO SOLICITATION (JAN 2004):**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://academicdepartments.musc.edu/vpfa/finance/purchasingap/vendors/solicit-awards/bids.htm>

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

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

**AUTHORIZED AGENT (FEB 2015):**

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

**AWARD NOTIFICATION (FEB 2015):**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. 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. [02-2A010-2]

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

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

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

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

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

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

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
  - (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
  - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

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

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
    - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
    - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
  - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
- [02-2A035-1]

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

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

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

***DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015):***

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

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

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

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

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

***DUTY TO INQUIRE (FEB 2015):***

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

***ETHICS CERTIFICATE (MAY 2008):***

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

***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]

### **OPEN TRADE REPRESENTATION (JUN 2015):**

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

### **PROTESTS (MAY 2019):**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

### **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015):**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

### **PUBLIC OPENING (JAN 2004):**

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

### **QUESTIONS FROM OFFERORS (FEB 2015):**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than fifteen (15) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140][02-2A095-2]

### **SEND QUESTIONS TO:**

All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific RFP section to which the question refers. All questions, comments, requests for information or clarifications regarding this RFP should include the identity of the sender, firm name, mailing address, telephone number, and e-mail address. Email is the preferred method for submitting questions to the Procurement Officer with "Questions: MUSC Parking Management System RFP" as the subject of the email. E-Mail Address: redb@musc.edu. Submit questions in an easily copied format such as MS Word. Please do not insert questions into tables. **All questions are to be received no later than Wednesday, 11-13-2019 10am EST**

### **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 (JUN 2015):**

(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.

**(f) Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

### **SIGNING YOUR OFFER (JAN 2004):**

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

(d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

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

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

### ***SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015):***

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

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

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package.

(2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page.

(e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

### ***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]

### ***VENDOR REGISTRATION MANDATORY (JAN 2006):***

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

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

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

## **II. Instructions To Offerors**

### ***B. Special Instructions***

#### ***ADDITIONAL TERMS AND CONDITIONS***

The Contractor(s) shall include any and all additional license or subscription documents, terms and conditions or ancillary contracts or open source agreements relative to their proposal. MUSC reserves the right to negotiate the terms and conditions of any such Contractor supplied terms, documents and agreements or to reject and substitute any other instruments that it determines necessary for completing the Contract as finally agreed upon in the Record of Negotiation.

#### ***LIVE DEMONSTRATION***

The responsible and responsive offerors with a mathematical possibility of being one of the three highest ranked Offerors after the Phase I evaluations will be required to give a live demonstration of their proposal to clarify or verify the contents and the representations made therein. Demonstrations given by an Offeror under this section are permitted and communication by the Offeror with the Using Governmental Unit or its employees during a demonstration will not violate the restrictions applicable to Offerors. The presentation will be made 'in person' at a location to be determined in Charleston, South Carolina, and any travel expenses incurred by the Offeror are the sole responsibility of the Offeror.

**See section VI. AWARD CRITERIA, Live Demonstration Requirements for further details.**

#### ***CONTENTS OF OFFER (RFP) (FEB 2015):***

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to

any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

**DESCRIPTIVE LITERATURE – LABELLING (JAN 2006):**

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

**DESCRIPTIVE LITERATURE – REQUIRED (JAN 2006):**

Your offer must include manufacturer's latest literature showing complete product specifications. [02-2B050-1]

**CLARIFICATION (NOV 2007):**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening to clarify 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]

**ON-LINE BIDDING INSTRUCTIONS (MAR 2015)**

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

**Only offers with a status of "submitted" have been received by the State. Offers with a status of "saved" have not been received.**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

[02-2B105-2]

**NOTE: Please do not wait until the last minute to register &/or submit your bid.**

**ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015):**

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

**MAGNETIC MEDIA WITH DEMONSTRATION / PRESENTATION (JAN 2006):**

Compact discs included with your offer may include a demonstration of the proposed solution and/or a presentation of your offer. The following formats are acceptable: Power Point, .qt, .mpeg, .mpg, .miv, .asf, .asx, .ra, .ram, .rm, .rmm, .aif, .aifc., aiff, .mov, .avi, .au, .snd, or .wav formats. If you use another format, the compact disc must include a self-executing viewer or player, with instructions.

[02-2B075-1]

**OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015):**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

**PROTEST - CPO - ITMO ADDRESS (JUN 2006):**

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

(a) by email to [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov) ,

(b) by facsimile at 803-737-0102 , or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B120-1]

### ***SITE VISIT (JAN 2006):***

A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Offeror from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Offeror based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time: Thursday, November 7, 2019 starting 10 am- ending 11:30 am

Contact Person's Name: Bert Red

Contact's Phone Number: 843 792 9815

Location: Office of Parking Management

[02-2B165-1]

## **III. Scope of Work / Specifications:**

### ***Introduction:***

The Medical University of South Carolina (MUSC) is an Academic Health Sciences Center comprised of six (6) Colleges: Medicine, Dental Medicine, Nursing, Pharmacy, Health Professions and Graduate Studies and three Hospitals. The MUSC Parking System with 7 garages and 9000+ spaces under management serves 13,000 employees and students along with 1,000,000+ patient visits per year.

### ***Background:***

MUSC is seeking to procure a Parking Management System. Given the complexity of parking operations, administration and operational management entailed, the vision is to provide a comprehensive, integrated, web-based, vendor hosted solution on a single platform. This modern system will take advantage of the latest in License Plate Recognition (LPR) technology, customer service applications for iOS/Android mobile devices, and Dashboard user interfaces for administrative and field staff use.

Currently Parking Management is handled via a University IS Department developed and hosted program. It is limited to parking registration and permitting with some waitlist administration features. All other functions including, but not limited to special event management, enforcement, citation adjudication and payment, waitlist management and reports & system analysis is done by hand or through Excel Spreadsheets.

It is expected this project will improve staff efficiency, enhance customer convenience, increase revenues, create better parking compliance while improving the overall parking system effectiveness.

### ***General Description:***

This RFP includes the following overall categories: Software, Software Implementation, LPR Hardware, Field Staff Handheld Hardware, Vehicle mounted LPR Hardware, Maintenance services, Technical requirements, and Vendor Qualifications.

Offerors must address all areas and no smaller subdivisions will be accepted. **It is the Offeror's responsibility to act as a single Contractor for all aspects of the proposal.** Communication between software Offerors and hardware suppliers is encouraged so that total responsibility resides in a single Contractor. Access must be available at any time via a secure information exchange or other data transfer connection. MUSC will hold the awarded vendor responsible for preparation of electronic versions of data, data analyses and reports.

The scope of the general functional capabilities required in the Parking Management System includes the following:

- Permitting

- License Plate Recognition
- Administrative Access and Parking System Management
- Customer Interface via smartphone or desktop for all services
- Enforcement, Citation Management, and online adjudication
- Point of Sale Functionality
- Integrated Communications
- Queries, Reports, Data Display

**A. FUNCTIONAL REQUIREMENTS:**

The purpose of defining the functional requirements is to provide MUSC with the most flexibility in development and operating environments. The system must be able to seamlessly integrate into the existing functions of the business, while creating opportunities to expand strategic goals and increase service levels. The software solution creates an environment where business objectives can be extended with little effort.

In this Section Offerors must provide a Response Level to each requirement and a detailed explanation for each as outlined. If a requirement specifies functionality, using “ability to”, “support for” or similar wording, it can be assumed this means the proposed system software will provide the functionality requested.

**NOTE:** Each requirement will indicate an associated Value Code:

**M=MANDATORY Functionality (trivial reconfiguration accepted)**

**P=PREFERRED Functionality**

**S=SLIGHT PREFERENCE for Functionality**

**The Response Level should be in the following format:**

<b>5</b>	<p><b>5a. The product as delivered (as of the date of the response) meets the requirement with no modifications or user effort required.</b></p> <p><b>5b. The product as delivered (as of the date of the response) may be trivially configured to support the functionality such as by changing options from a menu. If this rating is used, the solution must contain sufficient documentation to make this configuration obvious to the administrators or support personnel and such a change would be at no additional cost.</b></p> <p><b>***If selecting this response, Offeror must specifically identify response as 5a or 5b.</b></p>
<b>4</b>	<p><b>The product does not meet the requirement as delivered (as of the date of the response) but is scheduled to be modified to include the feature within a certain period (generally 12 months or less). If this rating is used, please attach a copy of some publication to the current user base that describes the delivery of this feature.</b></p>
<b>3</b>	<p><b>The product as delivered (as of the date of the response) does not meet the requirement. Meeting this requirement would require trained personnel to modify or create business logic that integrates seamlessly with the base application utilizing a vendor-supplied toolkit or API. If this rating is used, the solution must include all necessary toolkits and/or APIs, and any additional costs for the modification must be reflected in the vendor’s separate Cost Proposal.</b></p>
<b>2</b>	<p><b>The product as delivered (as of the date of the response) does not meet the requirement. The requirement can only be met by the vendor or Customer making changes directly to the base source code of the product. If this value is selected, please include an estimate of the effort and cost involved to make this change or addition.</b></p>
<b>1</b>	<p><b>The requirement is not met by the system as delivered (as of the date of the response) and it is not practical for the vendor or the Customer to make any sort of modification to the system to incorporate the change.</b></p>

## 1. GENERAL/BASIC FEATURES

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>General Features includes the following attributes (no particular order of preference):</b>				
GF-1	System Editing: The ability for all codes and general data to be verified against either edit tables/files or properly undergo programmatic edits (syntax or conditional).	M		
GF-2	For master files (i.e., personnel, grades, employees, locations or other attributes) and tables, the capability to accept real-time master file updates from the participating/integrated information systems via standard (HL7, X.12, etc.) master file update messages or other acceptable method.	P		
GF-3	Consistent presentation of information to the user/employee across the system (e.g. person ID, submit/Enter or any movement/navigation buttons). Consistency in formatting will be essential to the usefulness of the system so users can find information they need efficiently.	P		
GF-4	Ability to provide a variety of monitoring and troubleshooting tools that allow for the immediate identification and correction of problems that may be encountered. These intuitive tools should be easy to access via “point and click” or “drag and drop” functionality. Employing regular monitoring and control of all interface transactions, including appropriate notification, error-handling and re-start utilities.	P		

## 2. CONFIDENTIALITY, PRIVACY AND SECURITY FEATURES

MUSC will be expected to comply with the Health Insurance Portability and Accountability Act (HIPAA), the Family Education Rights and Privacy Act (FERPA), the State of South Carolina data protection and breach notification laws and regulations, including the Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), as well as other regulatory requirements for privacy and security. The Offeror’s proposal must document all features of the proposed system and the proposed services that contribute to the confidentiality, integrity and availability of the institution’s sensitive and critical information. The selected Vendor will be expected to sign a standard HIPAA Business Associate Agreement and an MUSC Information Security Addendum (attached as Appendix A ) with the award.

Of particular importance in ensuring compliance with these regulations are the issues of AUTHENTICATION and AUTHORIZATION, and the ability to AUDIT all system access.

## 2.1 Authentication

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must completely specify all authentication mechanisms proposed for use in this system:</b>				
AUT-1	Unique user identification	M		
AUT-2	MUSC operates a SAML2 (Security Assertion Markup Language 2.0) IdP (Identity Provider) service. Every MUSC employee and student is provisioned with an account (NetID) that allows them to authenticate against MUSC's IdP. For this vendor-hosted offering, federated authentication will be a requirement to permit all system users who have NetID credentials to login to the vendor-hosted system by authenticating to MUSC's SAML2 IdP.	M		
AUT-3	The capability to identify and authenticate users and support personnel with passwords, tokens or other biometric devices before any access is allowed, including when connected to the system remotely (e.g. mobile devices).	M		
AUT-4	The system <b>must not</b> require the clear text transmission of any passwords or other authentication credentials across any communications network.	M		
AUT-5	When non-federated passwords are used, for example to allow portal logins by parkers who do not have NetID credentials, the system supports password strength rules or other appropriate password management functions (e.g. reuse within a certain time frame or number of resets).	P		
AUT-6	Passwords <b>must</b> be protected from view during entry and at all times.	M		
AUT-7	Ability to support multi-factor authentication; Offeror to specify techniques currently in use, if any.	P		
AUT-8	In the event a user does not log off, the system must provide an automatic time-out feature which is configurable by the System Administrator (log in required, not just a screen saver).	P		
AUT-9	Ideally, the minutes idle until automatic log off will be configurable to the individual user, or user group, level.	P		

AUT-10	The system will not allow multiple instances of the same person being logged on from more than one location at the same time.	P		
AUT-11	Users are able to change/reset their own passwords.	P		
AUT-12	The system suspends or disables the account of any user after a configurable number of failed log-in attempts.	P		

## 2.2 Authorization/Access Control

Your proposal **should** describe how the specified authorization and access control features interact with the user authentication service(s) your proposed system can use.

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must completely specify all user authorization and access control mechanisms proposed for use in this system:</b>				
ACC-1	The system must provide the most restrictive (minimum necessary) set of rights/privileges or access needed by users, or groups of users, or processes acting on behalf of users, for the performance of specified tasks, and have the ability for authorized administrators to assign restrictions or privileges to users/groups.	M		
ACC-2	The system <b>must</b> be able to associate permissions with a user employing one or more of the following access controls: 1) user-based (rights assigned to each user); 2) role-based (users are grouped logically & rights assigned to these groups); or 3) context-based (role-based with additional access rights assigned or restricted based on the context of the transaction such as time-of-day, workstation/location, emergency mode).	M		
ACC-3	Ability to use multiple access levels (based on a user's role).	P		
ACC-4	The system will support removal of a user's privileges without deleting the user from the system. The purpose of this is to provide the ability to remove a user's access privileges, but maintain a history of the user in the system.	P		
ACC-5	All reports, queries, documents printed from the PMS application will contain, in a header or footer, a confidentiality disclaimer as well as the date/time and User ID.	P		

ACC-6	Appropriate encryption of all sensitive data files and transactions <b>must</b> be employed. Describe the various ways in which sensitive data is encrypted during transmission, storage and/or processing. Your method of unobtrusive encryption must be described, including protocols/ciphers, key strengths, and key management approaches.	M		
ACC-7	Please summarize any other security measures proposed for this system. Include, in particular, methods used to authenticate users and authorize access to the system based on a user's profile.	P		

## 2.3 Audit

The system will be expected to supply an easy-to-use audit trail of all access and update activities that tracks who accessed which information and which data elements were viewed and/or changed.

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must completely specify all audit trail mechanisms proposed for use in this system:</b>				
AUD-1	The system <b>must</b> support an audit trail of all access and update activities which tracks who has accessed which employee, student, or other customer information and which data elements were visible and/or changed.	M		
AUD-2	The system will record within each audit record the following information when it is available: 1) date & time of the event; 2) the component of the system where the event occurred (i.e. which hardware or software component); 3) type of event (including data description & employee identifier when relevant); 4) subject identity (e.g. user ID); 5) the source of the access (e.g. source IP address); 6) the outcome (success or failure) of the event.	P		
AUD-3	The system provides authorized administrators with the capability to read all audit information from audit records either in a display suitable for searching and interpreting the information, or with reports generated based on configurable report parameters (e.g. date & time ranges, user IDs).	P		

AUD-4	The system must support selective access to on-line audit records, only allowing those authorized to view this information.	M		
AUD-5	The system must protect stored audit records from unauthorized deletion, and prevent any alteration of the audit trail.	M		
AUD-6	The system will provide a mechanism for exporting audit log records.	M		
AUD-7	Audit logs will be retained by the system for at least one year.	P		

## 2.4 Security Operations

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following security operations functional requirements:</b>				
SO-1	Known software vulnerabilities affecting the system <b>must</b> be addressed in a timely manner. The process for managing software vulnerabilities must be described, including the schedule for applying both critical and non-critical updates and patches.	M		
SO-2	Identify any third-party software needed for the operation of the system, and describe how it is updated and patched, including the schedule for applying both critical and non-critical updates and patches.	M		
SO-3	Critical vulnerabilities affecting Internet-facing system components will be addressed within 24 hours, and all other critical vulnerabilities within 48 hours.	P		
SO-4	Datacenters are physically secure, managed, and monitored 24 hours a day to shelter data and services from unauthorized access as well as environmental threats.	P		
SO-5	Systems proposed for accepting payment cards at Point-of-Sale (POS) locations must be listed as Validated P2PE solutions by the PCI Security Standards Council. The Service Provider operating the e-commerce site must provide annual validation of PCI DSS compliance.	M		

### 3. SOLUTION APPLICATIONS, SOFTWARE, HARDWARE AND FUNCTIONALTY.

#### 3.1 Permitting and License Plate Recognition Requirements

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following permitting and LPR functional requirements:</b>				
<b>PLR-1</b>	The solution must provide an integrated Parking Management System (PMS) with the capability for both virtual and physical permitting to include LP, decals, and printed permits.	M		
<b>PLR-2</b>	The System will issue, modify, and remove parking privileges in real-time	M		
<b>PLR-3</b>	The system will allow unique identifiers, including license plates, toll tags, ID cards, Handicap status, etc. to be tied to the virtual permit	M		
<b>PLR-4</b>	The solution must include a user-friendly, secure, online registration and permit purchasing portal as well as a mobile app.	M		
<b>PLR-5</b>	The solution shall accept credit, debit, payroll deductions, record cash, and more.	M		
<b>PLR-6</b>	The solution shall provide integrated Wait List management capabilities.	M		
<b>PLR-7</b>	The solution must also allow administrators to set pre-qualification requirements for permit purchases, where parkers can upload requested documentation for specific parking privileges	M		
<b>PLR-8</b>	The selected vendor must have a common API so that University Security Systems can be accessed for real-time identification verification.	M		
<b>PLR-9</b>	The solution shall provide options for fixed or vehicle based mobile LPR cameras.	M		
<b>PLR-10</b>	The solution LPR reader shall display vehicle location, enforcement status and any images captured.	M		
<b>PLR-11</b>	Handheld enforcement units shall have access to real time updated validations in the field	M		
<b>PLR-12</b>	The solution shall provide validation usage reports integrated with system prepared Departmental or customer invoicing.	M		

### 3.2 Automated License Plate Recognition (ALPR) Camera and Processor Requirements

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following ALPR Camera and Processor requirements:</b>				
ALP-1	The solution will provide for effective license plate image capture in a variety of weather & lighting conditions.	M		
ALP-2	Solution cameras will be able to capture both LP and color image of the vehicle.	P		
ALP-3	Required camera solution is capable of producing multiple license plate images ensuring a high quality image regardless of weather or lighting conditions.	M		
ALP-4	Solution cameras will be able to capture images at both a minimum and maximum range conducive to normal parking operations.	M		
ALP-5	The solution will provide “self-trigger” mode based on LPR.	P		

### 3.3 ALPR Software Requirements

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following ALPR Software requirements:</b>				
VSR-1	The solution application software must be capable of running on a solution-provided touchscreen tablet suitable for field use.	M		
VSR-2	The solution tablet can be docked for use inside vehicles with LPR Camera systems installed.	P		
VSR-3	The LPR software solution is certified to be compatible with the multiple solution LPR camera manufacturer.	P		
VSR-4	The system captures GPS coordinates for every license plate and GPS stamp all reads.	P		
VSR-5	The LPR system solution simultaneously enforces a variety of parking arrangement e.g. timing, permit, pay by plate.	P		
VSR-6	The solution mobile software component allows the enforcement officer to manually enter plates that are not LPR readable or to search against the system database.	M		
VSR-7	Software is able to enforce shared permits across multiple mobile LPR vehicles.	P		

<b>VSR-8</b>	The software solution supports the ability to add non-LPR camera-generated photos to the vehicle file	P		
<b>VSR-9</b>	The provided solution will enable the back office to use LPR data for citation and permit management.	M		

### 3.4 Entry Station Hardware & Software Requirements

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following Entry Station Hardware &amp; Software requirements:</b>				
<b>ESR-1</b>	The solution provides Support-fixed LPR camera to identify vehicles before they reach the entry station.	M		
<b>ESR-2</b>	The solution entry station software is designed for touchscreen use.	P		
<b>ESR-3</b>	The solution entry station software provides the ability to record vehicles that drive past entry station or disregard entry station user directions.	P		

### 3.5 Automated Notifications

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following Automated Notifications functional requirements:</b>				
<b>COM-1</b>	The solution will provide an easy-to-use Communication Designer that generates email, letter, or text message notifications manually or automatically based on settings created by administrators.	M		
<b>COM-2</b>	The solution will trigger the automated communication based on configurations for a variety of parameter combinations, including customer data and sales histories, and must be able to be scheduled to send immediately, in the future, or at regular intervals	P		
<b>COM-3</b>	The solution system would provide a mass email function, where mass emails can be edited and sent through filtered sets of customer email addresses that are stored in the database.	M		

COM-4	The system will automatically record all customer communications and attach to customer accounts for future reference.	P		
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### 3.6 Queries and Reports

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following Queries and Reports functional requirements:</b>				
RPT-1	The solution will include a robust Reporting Module that provides user-friendly methods to retrieve, display, and utilize system data, including queries, reports, and dashboards.	M		
RPT-2	The solution will allow authorized staff to modify, edit, and create reports with any data stored within the system.	P		
RPT-3	The system will allow queries and reports to be saved for the future and exported in any standard format. Training on the reporting features should be provided during implementation and on an as needed basis.	P		

## 4. AMINISTRATIVE, ENFORCEMENT, CITATION MANAGEMENT AND MOBILE APPLICATION FUNCTIONALITY

### 4.1 Administrative Access/Management System Requirements

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following Administrative Access/Management System requirements:</b>				
AM-1	The provided system solution must be able to interface in real-time	P		
AM-2	The system solution should have a proven method of identifying enforcement officer input errors when the mobile device is used in handheld mode.	P		

<b>AM-3</b>	The solution must use ALPR real-time verification of paid parking rights to prevent the issuance of a ticket to a paid parker.	M		
<b>AM-4</b>	The selected vendor must have a common API so that pay-by-phone and parking meter companies can push their real time transactions.	M		
<b>AM-5</b>	The solution must provide the back office with component statistical reporting on pay-by-plate related alerts and ticketing activity.	P		

#### 4.2 Enforcement, Citations and Handheld Parking Enforcement System (HPES) Requirements

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following Enforcement, Citations and Handheld Enforcement System requirements:</b>				
<b>EH-1</b>	The solution will provide the ability to manage the citation process in real-time on the Handheld Enforcement device.	M		
<b>EH-2</b>	The solution will provide Field officers the ability to issue and verify permits using barcode scanner, manual entry, or LPR; take photographic evidence and attach photos to citation record; issue citations, review full vehicle citation history; and record and review boot/tow records in the field.	M		
<b>EH-3</b>	The system should provide the ability to issue citations electronically, by letter, or printed on site	M		
<b>EH-4</b>	The solution provided Handheld enforcement devices must provide the ability to track vehicles in fixed time zone parking areas and share tracked vehicles with separate enforcement field staff. One enforcement officer should be able to time the vehicle, any another officer on any other handheld or LPR vehicle should be able to verify timing status to issue ticket.	M		
<b>EH-5</b>	HPES user login protocol must comply with AUT-2 authentication requirements outlined in 2.1 Authentication.	M		

<b>EH-6</b>	The solution Software will automatically store captured GPS coordinate on all transactions, including issued ticket record.	M		
<b>EH-7</b>	The solution will provide that all data entered is available on user-defined drop-down lists with the exception of Plate #, VIN #, Meter #, Block#	M		
<b>EH-8</b>	All solution drop-down lists are defined and easily managed by the user on the back office system.	P		
<b>EH-9</b>	The solution will provide that upon entry of vehicle plate number, HPES will alert the enforcement officer if special conditions exist & provide special instructions if applied.	M		
<b>EH-10</b>	The software solution must retain values for additional violations to the same vehicle.	M		
<b>EH-11</b>	Where plate number is not available, the solution must allow the enforcement officer to enter the VIN in dedicated VIN field.	M		
<b>EH-12</b>	The system must provide a private note field to capture enforcement officer's observations such as abusive behavior. The officer will be able to store unlimited private notes per ticket.	P		
<b>EH-13</b>	The system will provide the enforcement officer the ability to add captured images to any previously issued ticket. Each ticket will accommodate 4 digital images.	P		
<b>EH-14</b>	The system must provide that images are captured and stored directly on the ticket record after the ticket has been printed and served.	M		
<b>EH-15</b>	The system will allow the enforcement officer to view active timed vehicles from a list including street/location they were timed on.	M		
<b>EH-16</b>	From the timed vehicle list the solution will provide the enforcement officer the ability to issue a citation, or re-time the vehicle with a new time stamp and/or location.	M		
<b>EH-17</b>	The solution will provide the ability to issue a courtesy/warning ticket – the courtesy ticket amount will display 0 (zero) however a regular ticket number will be issued and recorded.	P		

<b>EH-18</b>	The solution will provide the ability to request a void for an already issued and printed ticket from a list of issued tickets.	P		
<b>EH-19</b>	The system will provide that warning tickets will be recorded with the original unique ticket number and passed to the hosting platform with all other issued tickets.	P		
<b>EH-20</b>	The system must have the ability to barcode the ticket number on the printed ticket.	M		
<b>EH-21</b>	The system solution must carry reusable information captured during ticketing and directly deposit values in tow form, including all vehicle information, and ticket location.	M		
<b>EH-22</b>	The solution must have 4G WWAN connectivity capabilities and be upgradable to 5G when made available. Must be able to connect with multiple common local wireless carriers.	P		
<b>EH-23</b>	The solution must be capable of communicating issued ticket data to back office in real time or batch.	P		
<b>EH-24</b>	The solution will provide for boot/tow management.	P		
<b>EH-25</b>	The solution will allow limited access to public safety officials to add vehicles to notification lists. Once identified vehicle details (photos, location, time, date) will be sent via email to requesting officer. Additionally officers can search vehicle scan images and location data by license plate, customer, or permit.	P		

#### 4.3 Citations, Payment and Appeals Functions

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following Citation, Payment and Appeals Functional requirements:</b>				
<b>CA-1</b>	The system should give users the ability to fully manage the citation process from issuance to payment, and must include appeal and hearing capabilities.	M		
<b>CA-2</b>	The solution will make citation history, including payments and delinquencies, available to authorized personnel via the administrative site.	M		

<b>CA-3</b>	The solution will make all citation, vehicle, and customer related history (including photos) viewable via the e-commerce site for parkers and via the administrative portal for authorized staff.	M		
<b>CA-4</b>	The system must automatically generate all appeal correspondence from the system in email or printed letter format.	M		
<b>CA-5</b>	Parker registers citation appeal online with customer portal site and uploads all necessary evidence, notes, and photos.	M		
<b>CA-6</b>	The system will allow the Hearing Officer to review appeals within system and rules on appeal.	M		
<b>CA-7</b>	The system must include a multi-level, paperless, online appeal process, where a committee or any other external designee can review appeals in the office.	P		
<b>CA-8</b>	It must also offer an e-commerce site where customers can quickly and easily pay citations, including receipt creation.	M		
<b>CA-9</b>	The system will generate appeal abuse reports to monitor customer abuse of the appeal process.	P		
<b>CA-10</b>	The system will notify the Parker electronically of decision.	M		

#### 4.4 Administrative Review and Hearings

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following Administrative Review and Hearings requirements:</b>				
<b>AR-1</b>	The system will provide a comprehensive Appeals and Hearings Management module giving authorized staff the ability to manage the appeals and hearing process in real time.	M		
<b>AR-2</b>	The system will automatically record and attach to the customer account all customer communication for future referece.	M		
<b>AR-3</b>	The system will store all data and and make available for use in customer communication including hearing times and locations, administrative review and hearing results with explanations, follow-up procedures and more.	M		
<b>AR-4</b>	The system will retain all information related to the citation appeals and hearings process within the customer record.	M		

<b>AR-5</b>	The system will allow the appeal board to use the online appeal site to view all citation and appeal details, and make appeal rulings.	M		
<b>AR-6</b>	The system will allow due dates and citation amounts to be updated through the management website.	P		
<b>AR-7</b>	The system will allow appeal hearing schedules to be viewed from within the appeal schedule report or from within the appeal hearing calendar.	M		
<b>AR-8</b>	The system will provide for an Automated notification system that can be set with specific codes to indicate reason appeal was upheld/denied.	M		
<b>AR-9</b>	The system supports multiple types of appeals including oral, written, or online. Additional types can be added by the local administrator.	M		
<b>AR-10</b>	The solution will provide for second or third level appeal reviews via the system appeal review portal. These appeals will have the all recorded details including citation, customer appeal, previous appeals notes, and the ability to rule on the appeal.	P		

#### 4.5 Mobile Application and E-Commerce Portal Requirements

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following Mobil Application and E-Commerce Portal requirements:</b>				
<b>MOB-1</b>	The system must include iOS and Android mobile application options, and a comprehensive e-commerce portal that allows customers to manage their parking needs from any computer or mobile device.	M		
<b>MOB-2</b>	The solution e-commerce site must be highly augmentable and provide support for multiple languages	M		
<b>MOB-3</b>	The site should allow parkers to login with a username and password and then guide them through whichever process they choose, including permit purchases and account changes. Parkers who have NetID credentials must be able to login through federated SSO. A registration process must be provided to allow parkers who do not have NetID credentials to register as new users.	M		

<b>MOB-4</b>	<p>The system mobile app shall have these functions at a minium:</p> <p>Customer Account and Vehicle Management</p> <p>Product Search and Browse</p> <p>Product-based Messaging</p> <p>Automated Customer Reminders</p> <p>Printable Temporary Permits</p> <p>Email Confirmations</p> <p>Automated Renewal of Permits, Products, and Programs</p> <p>Recurring Payments</p> <p>“Where Can I Park” Permit Validation</p> <p>“Where Did I Park” Vehicle Location</p> <p>Event Parking</p> <p>Violator reporting by parking patrons</p> <p>Citation Payments (including boot/tow fees)</p> <p>Citation Appeals</p>	M		
<b>MOB-5</b>	<p>The solution will provide for a Departmental portal system that allows departments to manage their departmental permits online, and includes the following:</p> <p>Vehicle license plate registration</p> <p>Short-term permit assignment with automatic permit expiration</p> <p>Parking policy enforcement to ensure parkers who should not be assigned department permits (students, staff) cannot have permits assigned to their vehicle.</p> <p>Ability to request and purchase additional temporary permits for department functions</p> <p>Event Parking</p>	M		

#### 4.6 Cashiering/In-house Sales Functional Requirements

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following Cashiering/In-House sales Functional requirements:</b>				
<b>CASH-1</b>	The proposed system should provide POS functionality, where individual users can configure the look and feel of their cashiering module, including related modules.	M		
<b>CASH-2</b>	The system will provide the capability for all receipts to be configured and printed or electronically sent to a customer. A web-based interface must allow for easy processing of many types of transactions.	M		
<b>CASH-3</b>	The minimal required functions are: <ul style="list-style-type: none"> <li>• Start of shift cash count</li> <li>• End of shift cash count</li> <li>• Automatic reconciliation between cashier transactions and recorded revenue</li> <li>• Second level cash count recount and review</li> <li>• Overall cashier revenue summary and review</li> <li>• Bank deposit reconciliation</li> <li>• Spot check audit support</li> <li>• Support for coin collection from meters</li> </ul>	M		

#### 5.0 SYSTEM ADMINISTRATION

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following system administration requirements:</b>				
<b>SA-1</b>	The solution must have the ability to be easily configured and maintain by non-technical user.	M		
<b>SA-2</b>	The solution must have configurable role-based security that allows for controlled access to views, reports, update rights, read rights, etc.	M		
<b>SA-3</b>	The solution must have configurable role-based security that allows for controlled access to specific data elements.	M		
<b>SA-4</b>	The solution must support multiple browsers and operating systems.	M		

<b>SA-5</b>	The solution must allow the university to retain ownership of its data. The solution must address how the university's data can be exported from the system in the event of contract non-renewal. Export formats must be approved by MUSC IS and will be suitable for loading data into a new system (i.e., not just PDFs of reports).	M		
<b>SA-6</b>	The solution vendor must have a well-defined process to communicate impending changes and planned downtime to customers and their potential impact on production service.	M		
<b>SA-7</b>	The solution and all of its data storage, including those for Disaster Recovery/Business Continuity, must be located in the United States.	M		
<b>SA-8</b>	The solution must have a well-defined process for Disaster Recovery/Business Continuity that includes the ability to restore data within a maximum of 24 hours. The Web-based Services to be provided to host the System for MUSC will provide encryption of stored MUSC data, advanced Disaster Recovery/Business Continuity services including hot servers and SSD drives for the database. For Disaster Recovery/Business Continuity, the Recovery Time Objective ("RTO", i.e., point in time in the future at which MUSC will be up and running) is 24 hours and the Recovery Point Objective ("RPO", i.e., point in time in the past to which MUSC will recover) is 1 hour for databases and 24 hours for scanned documents.	M		
<b>SA-10</b>	The solution vendor must share with the university sufficient details of a risk assessment and security plan for their services to assure that the services are managed at an acceptable level of security.	M		
<b>SA-11</b>	The solution shall use a web-based model. The core web-based services must be owned or controlled, delivered, and managed by the vendor. Support for system software, databases, upgrades, and development are the responsibility of the vendor.	M		
<b>SA-12</b>	Patches and upgrades shall be scheduled in a predefined, consistent manner (e.g., quarterly always on a Friday at 10 pm EST).	P		
<b>SA-13</b>	Upgrades or patches shall have capability to be postponed if they impact critical university activities.	M		

<b>SA-14</b>	The solution vendor shall report a security incident or suspected loss of university data within 24 hours of discovery.	M		
<b>SA-15</b>	The solution must have an availability SLA of at least 99.95%.	P		
<b>SA-16</b>	The solution vendor must have a well-defined process with at least one week advance notice (or financial penalties for less notice) to communicate impending changes and planned downtime to customers and their potential impact on production service.	M		
<b>SA-17</b>	The solution vendor must provide specific downtime fee credits, including financial reimbursements.	M		
<b>SA-18</b>	If multiple software solutions are employed, the Contractor must function as the central point of contact for resolving interoperability issues or problems between software.	M		

## 6.0 VALUE ADDED PRODUCTS AND SERVICES

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address any Value Added Products or Service requirements:</b>				
<b>VA-1</b>	Describe any included or additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for the Medical University of South Carolina.	P		

## 7.0 IMPLEMENTATION SERVICES

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>Your clarification response on the right must address the following implementation services requirements:</b>				
<b>IS-1</b>	Describe your experience implementing a LPR based Parking Management System (LPR-PMS) web-based solution in a major academic healthcare university or comparable institution.	M		
<b>IS-2</b>	Describe your expertise integrating LPR-PMS with existing security, Parking Access Control Systems, POS systems, security systems with a web-based solution.	M		

<b>IS-3</b>	Describe your implementation methodology, timeline and approach for this project.	M		
<b>IS-4</b>	What is the vendor's recommended staffing plan for this project? Please provide the role and the related responsibilities for each role to be assigned to this project.	M		
<b>IS-5</b>	Provide your recommended expected level of participation and engagement by members of the university to ensure the success of the project. This should include the roles and expected resource utilization/ FTE equivalent of these personnel. Additionally, phases or periods in which higher utilization is expected must be identified.	M		
<b>IS-6</b>	What are some of the major risks to a successful system implementation and how do you recommend mitigating those risks?	M		
<b>IS-7</b>	What, in your experience, are the key factors that can affect the ease and speed of a system implementation?	M		
<b>IS-8</b>	Describe your approach to training and how you will ensure that the university will be well positioned to maintain the solution post implementation.	M		
<b>IS-9</b>	What support will be provided post implementation?	M		
<b>IS-10</b>	How many university staff do you expect would be required to support the system post implementation and what skills will those staff members need?	M		
<b>IS-11</b>	Provide a detailed calendar timeline of the entire project and specify contractor staff and manager for each phase.	P		

## 8. TECHNOLOGY – SECURITY & TECHNICAL SUPPORT

ID	Functional Requirements	Value Code	Response Level (1-5)	Explain or describe proof of compliance with this requirement
<b>The Parking Management System Solution is expected to have the following technology attributes (no particular order of preference):</b>				
TSTS-1	Ability to assign delegate sign-off authorities with a clear audit trail for the proxy who performed the tasks and the ability to limit delegated authorities.	P		
TSTS-2	Role based security.	M		

TSTS-3	Ability to access system securely from any device, at any time, from any location.	P		
TSTS-4	Support must be provided during hours that align with the local time-zone (EST) (at least 8 am to 6 pm) and be serviced by experienced English speaking representatives.	M		
TSTS-5	Access to a dedicated support professional for MUSC.	P		

## IV. Information for Offerors to Submit

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

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

### ***INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (Revised):***

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation: [04-4005-1]

The Offeror must provide written, point-by-point narrative responses to each proposal requirement in section III SCOPE OF WORK/SPECIFICATIONS. Each response shall clearly indicate whether the Offeror's proposal meets or exceeds the requirements of the RFP. Offeror shall explain in detail the method used to meet each requirement. It is very important to state the RFP requirement and then respond below it. Supplemental technical information, product literature and other supporting materials that further explain or demonstrate the proposed system capabilities may also be included within the proposal. It is the responsibility of the Offeror to ensure all elements of the RFP have been responded to in accordance with the RFP. If the proposal does not follow the RFP requirements point-by-point, it may be scored accordingly. Offeror, in describing their approach, should demonstrate a clear understanding of the overall scope of the project, the goals, the objectives and the task deliverables.

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

Please answer the following questions as related to the organization, and management of the Offeror. The Offeror must demonstrate as far as possible, that the company is economically stable. Answer each question concisely, completely and accurately.

#### **1. Organization and Management**

- a. Provide a brief history of company ownership to date, including the number of years you have provided Parking Management systems.
- b. How do you distinguish yourself from the competition in this market segment?

- c. How will your product maintain its place in the market?
- d. Describe recent trends in the Parking Management System software industry, and what your company has done or plans to do to keep pace with these trends.
- e. Percentage of research and development reinvested into the company.
- f. Do you own the software solution you are proposing, or is it provided through a partnership arrangement of any sort?
- g. Overall size of company.
- h. Size of parent company - current ownership.
- i. Is your company a “parent” to any other companies or subsidiaries? If so please describe.
- j. Description of the organization of your company and the nature of your business. Specifically address the relationship of the organizational unit providing the proposed modules to the overall company.
- k. List the percentage of your company’s total revenues derived from information system services similar to those proposed.
- l. Personnel – estimate numbers, credentials, length of service, turnover rate. Are there content experts within your organization, or is this technical expertise contracted out to other organizations?
- m. Describe your company’s vision statement.
- n. Describe your company’s measurement and results tracking mechanism to evaluate overall performance and client satisfaction, including quality controls and regulatory compliance monitoring.
- o. Describe your company’s method of evaluating corporate performance to ensure contract compliance.

## 2. Performance and Support

- a. List the length of time the company has provided requested modules, as well as other systems or products, to healthcare and/or educational organizations. Include year established and the current headquarters location.
- b. List and describe similar/related services or products associated with your company.
- c. How many customers do you have currently?
- d. What size organizations utilize your software solution, head count of employees, minimum and maximum range?
- e. For evaluation purposes, please supply a complete list of all installed users for the modules proposed.
- f. Please identify the customers most comparable to the system proposed for MUSC, and include the following additional information in your response:
  - i. **Facility Name and Address**
  - ii. **Programs or Modules Installed & Application Live-dates**
  - iii. **Site (University, Hospital or Practice Plan) Project Manager (include contact telephone number)**
  - iv. **Facility Data: size of professional staff, type of institution, contracted services/products**
  - v. **Dates of Contract/Dates of Service**
- g. Describe how the leading industry analysts have rated your products and services.
- h. Existence of User Groups and/or Newsletters or other activity designed for information sharing & coordination of system improvement feedback from client sites actively using the product represented in this proposal. (Please include copies of any recent correspondence, news briefs or meeting agendas for user community).

- i. Any material (including letters of support or endorsement) indicative of the vendor's capability to fulfill contract

## B. SOFTWARE MAINTENANCE, SUPPORT, INSTALLTION AND TRAINING

All proposals must address the following items and issues:

### 1. SYSTEM/SOFTWARE MAINTENANCE & SUPPORT REPRESENTATIONS

- a. What process is available for customers to provide input regarding upcoming new functionality?
- b. Describe your cycle for new product releases. How often are new versions released? Provide the schedule of updates for the past 2 to 3 years.
- c. How are customer requests for enhancements and customizations handled?
- d. Are there different rules and fees for software releases with significantly enhanced functions and features?
- e. Are we required to deploy new releases? If not, do we lose technical support or is system performance otherwise affected?
- f. What levels of maintenance services do you offer and what are the associated costs? Describe the user support model.
- g. Describe how Contractor will maintain System Currency relative to: (i) applicable Regulatory Changes in federal and South Carolina health law requirements, and (ii) Maintenance and Support for new releases and versions of all subcomponents of the System as part of and without any increase in the Fees. Describe the frequency of, and process for communicating system changes such as patches, functionality changes or version upgrades.
- h. Describe the changes that MUSC could potentially make on their own and which ones would require vendor assistance. For the changes that require vendor assistance, please describe the expected timeframe for such changes. Are there any vendor changes which require additional fees?
- i. Describe how documentation updates, operational assistance, and/or new release training/documentation is provided at no additional charge with new releases as part of the standard maintenance support.
- j. Where is your technical support center located, and what are your hours of operation? Are incoming calls directly answered by a live voice or directed through a voicemail system.
- k. What are the methods available for contacting technical support?
- l. Describe response times for help calls from customers.
- m. Describe your escalation processes for support of the application, product, or service.
- n. Describe how you plan to provide on-site assistance with expansion of the system and evaluation of its effectiveness.
- o. If the number of employees exceeds the number of licenses purchased, describe the process and timeframe required for purchasing new licenses to cover these new employees in excess of the purchased licenses. Will the expanded number be automatically covered under the fixed the maintenance fee?
- p. If the OFFEROR would cease doing business, how would MUSC's data and interests be protected? If MUSC had a contract for hosted services, would we have the option to host the application locally?
- q. Provide a recommended number of hours per week required by on-site staff (System Administrator or MUSC site technical staff) to support and maintain the proposed software environment. Response should include required skill sets of IT and end-user support staff.
- r. Outline the administrative system support structure that is anticipated to work best with the system being proposed. Include numbers and types of on-site FTEs and expected duties and boundaries of administrative support personnel. Your response should help determine the level of administrative/technical support necessary to coordinate activities and provide optimal system support at each physical site.
- s. Describe measures you propose to monitor and reduce response time for your system. Indicate whether you are willing to be contractually bound to response time guarantees.
- t. Describe your plans for using portable and/or wireless interactive devices to interact with the software.

### 2. SOFTWARE IMPLEMENTATION AND TRAINING

Describe and attach your typical implementation and training plan. Please address the following items in your response:

- a. Scope of engagement
- b. Description of customer roles and skill sets needed for a successful installation
- c. Description of vendor roles during implementation
- d. Average timeframe to implement and to receive training for your system upon execution of contract
- e. Describe the phasing you propose (e.g. staging of modules vs. all at once)
- f. Detail of each phase of implementation and a project plan

- g. Describe procedures for acceptance testing
- h. Description of the training you propose including location, number trained and training outline
- i. A list of implementation and training documentation provided during the process
- j. A list of items generally considered outside the scope of a standard implementation

### 3. ADDITIONAL IMPLEMENTATION INFORMATION

- a. How soon can implementation begin?
- b. What levels of implementation services do you offer and what are the associated costs?
- c. Describe the experience and qualifications of your installation team.
- d. Will your company provide all products and services covered by this RFP or will you contract out to another company? If you will contract out any part of the functionality or services, please describe and indicate to which company you would contract the services.
- e. Indicate procedures for conversion of historical employee records from existing systems and any limitations regarding the conversion of records from multiple legacy sources during the initial implementation. Conversion costs will need to be estimated and included in the Implementation section of the Excel bid schedule.

### C. TECHNICAL (HARDWARE & “SYSTEM” SOFTWARE) ENVIRONMENT

- a. Describe the application architecture.
- b. Describe the system’s physical security and connectivity.
- c. Provide information on web, application, and database server requirements.
- d. What are the recommended desktop requirements for administrators and end users to access the system? Describe the operating system and/or network browsers under which the proposed system will operate.
- e. What deployment options are available with your system? Please describe them in detail.
- f. Describe the web-based service in detail including: the hardware configuration, security, back up devices, hot and cold site preparations, and Uninterrupted Power Supply.
- g. Name and describe the database management program utilized by the system.
- h. What programming language(s) were used to develop the system?
- i. Are there any limits to the number of records that can be stored on-line?
- j. Describe any file purging/archiving methodologies used by the proposed system.
- k. What communication protocols are supported?
- l. Briefly outline any hardware you will provide to support the proposed system. Please include make of server(s) [model numbers or approximate specifications], operating system used [level or version], storage capacities and any communications equipment required or recommended.
- m. Briefly describe the (standard) redundancy, backup and recovery procedures proposed for this system at a minimum. Designate any other options available and include any associated costs as optional under the “Other related Costs” on the cost sheets in the separate cost section.
- n. Briefly describe the operating systems for workstations, application servers, and/or database server.
- o. What ad hoc report writing capabilities are available for generating new (not included in standard reporting package) reports? Will this be included in the training of super users?
- p. Please indicate, in your experience with similar clients, the extent of downtime (user access to system unavailable) that can be expected, and the most likely cause of any such downtime. Describe your policy/procedures for scheduled and non-scheduled downtimes.
- q. Specify and price any Contractor-supplied hardware or “system” software components on the attached cost sheets. Itemize any annual maintenance or support fees on the appropriate cost sheets.
- r. Describe any third party software that MUSC must or should purchase in order to implement the Contractor’s product. Include costs for the third party software in the cost worksheet as part of the separate Cost Proposal.
- s. List and describe the supported file formats for import and export.
- t. If the Contractor is proposing Software as a Service (SaaS) model, specify subscription fees, including expansion options and any caps on increases in renewal fees on the appropriate Cost Sheets.
- u. Identify any add-ins or any other desktop software/ browser plug-ins needed for users and administrators.

### **MINORITY PARTICIPATION (JANUARY 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?  Yes  NO

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?  Yes  NO

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://smbcc.sc.gov/directory.html> [04-4015-1]

### ***SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015):***

[ASK QUESTIONS NOW: If you have a properly qualified third-party report or certification you believe we should accept in lieu of those identified in item (b), submit a question identifying same pursuant to the clause titled Questions from Offerors.]

The Contractor must demonstrate that programs, policies and procedures are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used by contractor to process, store, transmit, and access all government information. In order for the State to accurately evaluate the strength and viability of the Contractor's security policies, procedures and practices related to confidentiality, integrity and availability, Offerors must submit with their offers a thorough and complete written response to the Service Provider Security Assessment Questionnaire ("Response to SPSAQ") attached to this Solicitation, which must address all applicable organizations and applicable information systems. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. [04-4027-1]

### ***SUBMITTING REDACTED OFFERS (MAR 2015):***

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

# V. Qualifications

## **Executive Summary**

Provide a one to two-page executive summary of your overall proposal, listing the products and services offered to meet the MUSC requirements in this RFP, and a statement of your firm's qualifications for delivering these products and services.

### **QUALIFICATION OF OFFEROR (MAR 2015):**

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award.

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

### **QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):**

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

- a. The Offeror's proposed system must have a response level of 3 or higher for 75% or greater for those system requirements with a value code of "M."

### **SUBCONTRACTOR – IDENTIFICATION (FEB 2015):**

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

The subcontractor's references should include, but are not limited to, three (3) references of comparable size and complexity. The references should include:

- Client name

- Client address
- Contact name
- Telephone number
- Email address
- Description of the working and contractual relationship with the primary Offeror.
- Brief summary of the project including the date of installation

Offerors should provide subcontractor's references and financials if any subcontractor will contribute more than 10% of the performance requirements of the contract. In addition, The State may or may not elect to contact the references provided.

## **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 NOTIFICATION (MODIFIED)***

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. 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 eighth business day after such notice is given. [02-2A010-2]

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

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

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

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

### ***DISCUSSIONS AND NEGOTIATIONS – REQUIRED (FEB 2015)***

No award will be made to an offeror until after negotiations have been conducted with that offeror. As provided in Section 11-35-1530, negotiations must begin with the highest ranking offeror; accordingly, submit your best terms from both a price and a technical standpoint. In addition, make sure your offer is responsive; the State will not evaluate or negotiate with a non-responsive offeror, and ordinarily, nonresponsive proposals will be rejected outright without prior notice. The State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial offer, but only if your initial offer is responsive. If a satisfactory contract cannot be negotiated with the highest ranking offeror, the State may elect to conduct negotiations with other offerors. As provided in Section 11-35-1530(8) the State also may elect to make changes within the general scope of the request for proposals and provide all responsive offerors an opportunity to submit their best and final offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals. [06-6059-1]

## **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]

Evaluations will be done in a two (II) phase process. Each proposal received will be evaluated against the Phase I set of criteria indicated below which does not include the demonstration of product capability. Each offeror required to provide a demonstration of product technical capability will be evaluated against the Phase II set of criteria indicated below. The Phase II Demonstration of Product Technical Capability includes the demonstration only.

### **Phase I**

1. **Functional Requirements:** The degree, completeness and suitability of the Offeror's proposed solution to meet or exceed the functional, system maintenance and support, and technical environment requirements of this RFP. The Offeror's proposed system must have a response level of 3 or higher with a value code of 'M' totaling a minimum of 75% or greater. Below the 75% threshold, would deem the Offeror non-responsive and the Offeror's proposal would not be considered for further review.
2. **Implementation and Training:** How offeror proposes to deploy, install, and transition into an operational system, including offeror's ability to adapt standard approaches to the MUSC environment.
3. **Price – Business Cost Proposal:** The total itemization of all costs to include but not limited to all cost associated with development, training, maintenance and support of the new system.
4. **Qualifications:** The Offeror's demonstrated experience, organization and management, and capabilities to the scope of services, relevant client list, and the expertise of key personnel.

After the evaluation of the Phase I criterion, the criteria scores will be calculated and the average score will not exceed 100 (one hundred) points. The three highest ranked responsive and responsible Offerors after the Phase I evaluation will be asked to provide a demonstration of their proposed system and will be evaluated in Phase II. Scores from Phase I and Phase II will be added together to determine the highest ranked proposal. In the event there is only 1 (one) qualified responsive and responsible Offeror the demonstration will be evaluated based upon a pass/fail assessment.

### **Phase II**

#### **Demonstration:**

Demonstration of the product technical capabilities of the proposed solution to meet the needs of the State as defined in this RFP.

1. Demonstration of use-case functionality
2. User-Friendliness of technology requirements
3. Oral Presentatation

#### **LIVE DEMONSTRATION REQUIREMENTS**

- a. MUSC will notify Offerors as quickly as possible of those selected for onsite demonstrations/presentations and to schedule specific dates and times. A script will be provided prior to the scheduled demonstration/presentation date.
- b. The demonstrations and presentations will be made 'in person' at a location to be determined in Charleston, South Carolina, and any travel expenses incurred by the Offerors are the sole responsibility of the Offeror.
- c. Each System demonstration will be allowed 2 ½ hours for the demonstration and 30 minutes each for setup. The 2 ½ hours is exclusive of the setup time but inclusive of time for questions. The demonstration should consist of a brief introduction; System overview; performance capabilities demonstration and question and answer period. Each section will be timed and the times will be outlined in the demonstration script that will be provided by MUSC. The Procurement Manager will monitor the time during the demonstration.
- d. MUSC will provide audio visual capabilities.
- e. The activities of the Offeror should be limited to a live demonstration of the System or detailed discussion of the implementation Services described in the Offeror's written proposal. Evaluators may ask questions

pertaining to the Offeror's demonstration/presentation. The Offeror's answers are restricted to statements of facts per the written proposal. Offerors will not be allowed or permitted to introduce new information. Negotiations are not permitted at this stage in the procurement process and an Offeror may not change its proposal.

- f. The presentations and demonstrations should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.
- g. The Offeror may not ask questions, divulge any cost information, nor receive preliminary assessments on its proposal from the members of the panel.
- h. Based on each evaluator's understanding of the demonstration/presentation, SFAA may request clarifications of the demonstrations/presentations or proposals.

***At a minimum, attendees at the live demonstrations and presentations must include key members of the Offeror's proposed account management team (e.g. the Account Manager, Account Executive or Program Director, and Experienced Technical Personnel).***

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

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

## **VII. Terms and Conditions**

### ***A. General***

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

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

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

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

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

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

***CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):***

(a) Any contract resulting from this solicitation shall consist of the following documents:

(1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

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

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

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

***DISPUTES (JAN 2006):***

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina.

Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

***EQUAL OPPORTUNITY (JAN 2006):***

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

***FALSE CLAIMS (JAN 2006):***

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

***FIXED PRICING REQUIRED (JAN 2006):***

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

***NO INDEMNITY OR DEFENSE (MODIFIED):***

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier.

***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]

***OPEN TRADE (JUN 2015):***

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

[07-7A053-1]

***PAYMENT & INTEREST (MODIFIED):***

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies, including system hardware and software, delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited

to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

***PUBLICITY (JAN 2006):***

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

***PURCHASE ORDERS (JAN 2006):***

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

***SURVIVAL OF OBLIGATIONS (JAN 2006):***

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

***TAXES (JAN 2006):***

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

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

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

***THIRD PARTY BENEFICIARY (JAN 2006):***

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

**WAIVER (JAN 2006):**

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

[07-7A095-1]

**B. Special**

**BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015):**

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information.

[07-7B007-1]

**CHANGES (JAN 2006):**

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

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

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

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

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

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

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

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

**CISG (JAN 2006):**

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

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

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

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

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

### **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015):**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

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

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

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

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

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

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

(a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;

(ii) privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;

(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and

(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.

(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(e) Coverage shall have limits no less than five million (\$5,000,000.00) dollars per occurrence and ten million (\$10,000,000.00) dollars aggregate.

(f) If the insurance required by this clause is procured on a form affording "claims- made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims- made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.

(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

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

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

(k) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.

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

(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07- 7B058-1]

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

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

### **CONTRACTOR'S OBLIGATION –PRIME:**

Contractor acknowledges and agrees that this Solicitation is to procure a Parking Management System which is deployed via a Software as a Service (SaaS) deployment model, and Contractor shall be responsible to provide and pay for all software, computer hardware and circuits, communications requirements, materials, tools, equipment, labor and professional and non-professional services, excluding MUSC infrastructure or work station requirements to access and use the System during the term. Contractor shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work and provide State the System and web-based services. Contractor must act as the prime contractor and assume full responsibility for any subcontractors. No subcontracting will release Contractor from its responsibility or obligations under the contract. Contractor will be State's sole point of contact with respect to the System and web-based services. Contractor shall remain liable and responsible for any of its subcontractors' work and activities, including its subcontractors' compliance with and breach of the terms of the contract, and for all acts and omissions of such subcontractors. Contractor shall be solely responsible for the payment of all fees and expenses to its subcontractors."

### **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]

#### **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR**

**Contractor may terminate the Web-based sections of 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 180 days prior to the expiration of the then current term. ANY TERMINATION HEREUNDER SHALL NOT AFFECT ANY LICENSES GRANTED TO MUSC.**

#### **TERM OF CONTRACT – NON-TERMINATION OR SUSPENSION BY CONTRACTOR**

**Due to the serious impact and irreparable harm any termination of this Web-based services contract would have on the continuing operations of MUSC and its university and hospital, in which case an adequate remedy at law is highly unlikely to be available, MUSC's failure to perform its responsibilities set forth in the contract shall not be grounds for termination by Contractor. CONTRACTOR ACKNOWLEDGES AND AGREES THAT MUSC WOULD NOT BE WILLING TO ENTER INTO THIS CONTRACT WITHOUT CONTRACTOR'S COVENANT AND ASSURANCES THAT THE (1) CONTRACT WILL NOT BE TERMINATED BY CONTRACTOR, AND (2) CONTRACTOR SHALL NOT SUSPEND PERFORMANCE EVEN IF MUSC FAILS TO PERFORM ANY OF ITS DUTIES UNDER THE CONTRACT. ANY TERMINATION HEREUNDER SHALL NOT AFFECT ANY LICENSES GRANTED TO MUSC. Notwithstanding the foregoing, Contractor's promise not to terminate or suspend its performance shall not relieve MUSC from damages otherwise recoverable by Contractor for MUSC's failure's to perform, including but not limited to payment of any fees legally owed to Contractor by MUSC.**

#### **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 – GENERAL (MODIFIED):**

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless the State and MUSC and their respective instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees (collectively "Indemnitees") for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such

claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder.

Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

### ***INDEMNIFICATION- THIRD PARTY CLAIMS - INTELLECTUAL PROPERTY INFRINGEMENT***

Contractor will defend, indemnify and hold harmless the Indemnitees against all actions, proceedings or claims of any nature threatened or brought, directly or indirectly, by a third party (including Subcontractors) alleging that the System or Services or the use or exploitation thereof directly or indirectly misappropriates or violates any Intellectual Property Rights of any third party (provided that Contractor may not settle any Claim unless it unconditionally releases Indemnitees of all liability):

Notwithstanding the foregoing, Contractor shall have no indemnification obligation under this Section to the extent that the alleged infringement arises out of or results from:

- a. Contractor's compliance with MUSC's specific written designs or specifications as set forth in an applicable Statement of Work if the infringement would not have occurred but for the specific written designs or specifications; or
- b. MUSC's material modification or alteration to the System which Contractor did not intend or authorize, other than as contemplated by this agreement, if the infringement would not have occurred but for such material alteration or modification.

If there is a third-party claim which may give rise to an indemnity claim under this section, Contractor may:

- a. obtain the right to continue using the infringing components of the system; modify or
- b. amend the infringing materials, without materially diminishing its functionality or performance, so that it becomes non-infringing; or
- c. require that MUSC discontinue the use of the infringing materials and promptly return same to Contractor and Contractor will (x) replace the infringing materials or the relevant parts of the same with non-infringing substitutes provided that such substitutes do not entail a material reduction in the quality or performance of the respective Services; or (y) refund MUSC the services fees relating to the infringing services or materials.

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

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole

control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

### ***LIMITATION ON LIABILITY***

(1) Contractor's liability for damages to the Using Governmental Unit for any cause whatsoever, and regardless of the form of action, shall not exceed an amount equal to two (2) times the Aggregate Contract Price. As used in this clause, the term "Aggregate Contract Price" means the total potential price for the Initial Term and all Renewal Terms, if any. (2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages. (3) The foregoing limitations shall not apply (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: Indemnification – Third Party Claims – Disclosure of Information, Information Security – Safeguarding Requirements, Service Provider Security Representations, Information Use and Disclosure, Information Use and Disclosure–Standards, Information Security – Location of Data, and Indemnification – Third Party Claims - Intellectual Property Infringement,, (f) to amounts due or obligations under a clause imposing a duty to defend, or (g) to any loss or claim to the extent covered by a policy of insurance. (4) The absence in any subcontract of a similar clause limiting liability shall not increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause. (5) The Using Governmental Unit's liability for damages, if any, for any cause whatsoever, and regardless of the form of action, shall in no event exceed an amount equal to the total potential price for the Initial Term and all Renewal Terms, if any. Nothing herein shall be construed to waive any clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law. (6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. (7) Acknowledged Direct Damages--The following shall be considered "direct damages and Contractor shall not assert that they are indirect, incidental, collateral, consequential or special damages or lost profits to the extent they result from Contractor's failure to perform in accordance with this Agreement: (i) Costs and expenses of recreating or reloading any lost, stolen or damaged Governmental Information; (ii) Costs and expenses of implementing a work-around in respect of a failure to provide the Services or any part thereof; (iii) Cover damages, including the costs and expenses incurred to procure the Services or corrected Services from an alternate source, to the extent in excess of Contractor's Charges under this Agreement; (iv) Costs and expenses incurred to bring the Services in-house or to contract to obtain the Services from an alternate source, including the costs and expenses associated with the retention of external consultants and legal counsel to assist with any re-sourcing; or (v) Payments, fines, penalties, interest, sanctions, or other remedies imposed by a governmental body or regulatory agency or required by an applicable law for Contractor's failure to comply with legal requirements or deadlines.

### ***INFORMATION SECURITY - DEFINITIONS (FEB 2015):***

The following definitions are used in those clauses that cross reference this clause.

**Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

**Common Vulnerabilities** means those described in (i) The Open Web Application Security Project's (OWASP)

“Top Ten Project” – see <http://www.owasp.org>, (ii) The CWE/SANS Top 25 Programming Errors - see <http://cwe.mitre.org/top25/> or <http://www.sans.org/top25-programming-errors/>, or (iii) other generally recognized and comparable industry practices or standards.

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term “compromise” includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

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

**Government information** means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

**Industry Standards** means National Institute of Standards and Technology (NIST) 800 Series, NIST Cybersecurity Framework and ISO 27001, or their equivalents.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information to include any software or hardware that is developed, hosted or maintained by vendor as part of providing services under this agreement.

**Intrusion** means an unauthorized act of bypassing the security mechanisms of a system.

**Media** means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

**Public information** means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

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

**Unrestricted information** means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor’s performance of the work.

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

### ***INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (MODIFIED):***

(a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) *Safeguarding Information.* Contractor shall hold any Government Information that it receives in compliance with the requirements of the Agreement, Contractor’s most recently completed SOC Audit report, and all Applicable Laws relating to such Government Information, including the handling, security, disposal and transfer thereof. Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate and conforming to generally recognized industry standards, administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality, integrity and availability of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures.* Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or

have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, such as encryption, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_with-errata.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf).

(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(iii) Ongoing assessments and re-assessments of reasonably foreseeable risks to the security of Governmental Information and Contractor's logical and physical security policies and data security network(s) profiles. Such assessments shall include ongoing (x) identification and assessment of internal and external threats that could result in Compromise of Governmental Information and such logical and physical security policies and data security network(s) profiles, (y) review of the sufficiency of Contractor's administrative, technical, logical and physical controls to mitigate the risks presented by such threats, and (z) prompt and appropriate steps to track and remediate identified vulnerabilities in Contractor security controls.

(iv) Employing static and dynamic testing to ensure that the Software is free from Common Vulnerabilities.

(v) Maintain a comprehensive security operations center, or similar continuous security monitoring function, to monitor the System (e.g. system logs, firewall logs, network logs, account login logs, IPS alerts) and hosting Equipment or providing access to MUSC Data on an ongoing basis for events which create adverse risks to the System and/or MUSC Data. Upon learning of such an event, Contractor shall take appropriate measures to contain and eradicate the threat creating the risk and return MUSC Data and the System to a safe/accurate state.

(7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(8) Encryption. Contractor shall encrypt all Government Information at all times, including when such data is (i) at rest; (ii) transmitted over any public networks, transmitted wirelessly, or transmitted within or beyond Contractor's physical or logical controls; or (iii) stored, including on any electronic notebook, portable hard drive or removable electronic media with information storage capability, such as compact discs, USB drives, flash drives and tapes, using information security industry leading encryption.

(9) Disaster Recovery Backup. Contractor shall provide off-site storage on a daily basis of all backup disks, media, data or materials of any type whatsoever produced, processed or stored in whole or in part in connection with or related to the performance by Contractor of its obligations under this Contract (including without limitation discs, tapes, other storage media, work papers and partial drafts of documentation and source code).

(10) Reconstruction Procedures. Contractor shall be responsible for developing and maintaining procedures for the recovery of destroyed, lost or damaged Government Information with respect to such data in the possession or control of Contractor. Contractor shall correct, at MUSC's request and sole discretion, any destruction, loss or damage of any Government Information in the possession of or under the control of Contractor, and shall recreate, recover or repair such Government Information using all available proven data recreation, recovery or repair techniques, as applicable. All such remedial and reconstruction efforts shall be at Contractor's cost and expense if the destruction, loss, theft, access, damage or alteration is attributable to the act, omission or failure of Contractor. Contractor shall prioritize this effort so that the loss of Government Information shall not have an adverse effect upon MUSC's operations. MUSC agrees to cooperate with Contractor to provide any available information, files or raw data needed for the regeneration of the Government Information. If Contractor fails to regenerate the lost or destroyed Government Information within the time reasonably set by MUSC, then MUSC has the right to obtain data reconstruction services from a Third Party, and Contractor shall cooperate with such Third Party as requested by MUSC. In addition to any other damages incurred by MUSC, Contractor shall be responsible for the actual costs incurred by MUSC for the reconstruction of Government Information by a Third Party.

(11) Data Security Cooperation. Contractor shall provide MUSC with such information, assistance and cooperation as MUSC requires from time to time to establish Contractor's compliance with the obligations relating to security contained in any Applicable Law. Contractor shall promptly inform MUSC of any particular risk to the integrity or security of any of Contractor's computer networks and of the categories of Governmental Information and individuals that may be affected.

(d) *Subcontracts*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information*. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems.

#### ***INFORMATION SECURITY – LOCATION OF DATA (FEB 2015):***

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States without the express prior written consent of MUSC. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

#### ***INFORMATION SECURITY - AUDIT:***

Contractor will, on at least an annual basis, hire a third party certified public accounting firm registered with the Public Company Accounting Oversight Board to perform a Statement on Standards for Attestation Engagements No. 18, SOC 2 Type II audit, or any successor audit of a similar nature ("SOC Audit") of the Contractor's internal control standards in use at the Contractor's facilities where the services under this contract are performed as well as the Contractor's internal procedures and systems that access, use or contain Government Information. The SOC audit (i) must include an evaluation and report on the controls related to all five trust service principles (Security, Availability, Processing Integrity, Confidentiality and Privacy) as defined by the AICPA to include infrastructure, software, people, procedures and data; and (ii) results must be sufficient to evidence a favorable assessment of Contractor's internal controls as attested to by Contractor's auditor. The SOC Audit will be performed solely at the expense of Contractor. Each calendar year during the term of the contract Contractor will provide MUSC with a full copy of the annual audit results set forth in Contractor's SOC Audit report upon MUSC's request. If any operational audit or security assessment reveals an inadequacy or insufficiency of Contractor's security, availability, processing integrity, confidentiality, privacy practices and standards, disaster recovery capabilities, or fail-over planning or ineffectiveness of internal controls, Contractor will promptly develop and implement a corrective action plan reasonably satisfactory to MUSC. The cost of developing and implementing this plan will be Contractor's sole responsibility. MUSC may perform one or more additional follow up operational audits or security assessments to verify performance under the corrective action plan without regard to the once-per-year limitation.

#### ***INFORMATION SECURITY - PCI CERTIFICATION:***

Contractor agrees that it is responsible for the security of Cardholder Data, as currently defined by the Payment Card Industry Data Security Standard ("PCI-DSS"), that it receives, maintains or transmits, if any. Contractor represents and warrants that it will implement and maintain certification of PCI-DSS compliance standards regarding data security. Contractor further agrees to provide upon written request of MUSC, current evidence of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose. This Section does not apply if Contractor is not receiving, maintaining, or transmitting Card Holder Data on behalf of MUSC.

#### ***INFORMATION USE AND DISCLOSURE (MODIFIED):***

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens.

Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) Legal mandates. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) Flow down. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

(d) Collecting Information. Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) Rights, Disclosure and Use. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen(15) business days in advance of the disclosure.

(f) Return. Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit in a mutually agreeable format (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) Privacy Policy & Applicable Laws. Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) Actions Following Disclosure. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information that results from Contractor's failure to comply with the terms of this agreement, Contractor shall: (1) provide any notification to third parties legally required to be provided by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation. Notifications to Governmental unit shall be made by telephone at (843)792-9700 and by email at security-incident@muscd.edu.

(i) Survival & Remedy. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause.

***INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015):***

To the extent applicable:

(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.

(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.

(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.

(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2- 310 et seq.

(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

***LICENSES AND PERMITS (JAN 2006):***

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

***MATERIAL AND WORKMANSHIP (JAN 2006):***

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

***OFFSHORE CONTRACTING PROHIBITED (MODIFIED)***

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States, without the express prior written consent of MUSC including identifying the geographical area, entities and required confidentiality and security.

***OWNERSHIP OF DATA & MATERIALS***

All data, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, applets or servlets that MUSC creates, installs, uploads to or transfers in or through the Service or provides in the course of using the Service, and any other data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State (collectively, "MUSC Data"). Subject to the terms and conditions of the Contract, MUSC grants to Contractor and its State authorized subcontractors the non-exclusive, nontransferable right to copy, store, record, transmit, display, view, print or otherwise use (a) MUSC Data solely to the extent necessary to provide the System and web-based Service to MUSC, and (b) any trademarks that MUSC provides Contractor for the purpose of including them in MUSC's user interface of the web-based Service ("MUSC Trademarks"). Contractor's license to the MUSC Data shall survive termination of the Contract solely for the purpose of providing Disengagement Services or storing backup MUSC Data in accordance with the terms of the Contract.

**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 one hundred eighty (180) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

**PRICING DATA – AUDIT – INSPECTION (JAN 2006):**

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

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

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

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

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

[07-7B212-1]

**SEVERABILITY:**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

**SOFTWARE LICENSES (JAN 2006):**

**Proprietary Software:**

Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and Documentation used to describe, maintain and use the software.

**License:**

Contractor hereby grants the State a perpetual, worldwide, royalty free, fully paid up, irrevocable, and non-exclusive license to modify, enhance, copy, perform, display, create derivative works from and otherwise use the proprietary software acquired hereunder for the State’s business purposes. The State may use as many copies of proprietary software as deemed required by the State to process the business contemplated hereunder, including any multiple development or test copies, or parallel processing requirements; provided, however, such license shall not include commercial time-sharing, rental, outsourcing or service bureau use. For purpose of this license grant, “State” shall include any third-party web-based services provider or facilities manager or other outsourced or third-party consultants or similar personnel supporting State as part of its typical business practices, acting under State’s direction and for whom State is responsible.

**Title to Proprietary Software:**

Title to any proprietary software provided by the Contractor to the State will remain with the Contractor.

**Trade Secrets:**

The State acknowledges being advised by Contractor that the proprietary software may include trade secrets of the contractor. The State agrees to take reasonable precautions to protect the trade secret nature of the proprietary

software designed to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the State for use by any third-party individual, firm, partnership, or legal entity not affiliated, associated, or connected with the State without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld or conditioned upon additional license, processor or transfer fees. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

**Source Code:**

Source code means human understandable instructions and includes but is not limited to files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.

In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the State with a copy of the source code for said proprietary software, at no expense to the State.

**Export Control:**

The State acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.

**Customized Software:**

“Customized software” is made-for-hire software for State or derivative works and any other systems, documentation, materials, techniques, policies, practices, procedures, processes, work flows, ideas and know-how, which are developed by Contractor for State or jointly developed by Contractor, State and/or State designees and all “intellectual property rights” (i.e., patents, copyrights, trademarks or trade secrets) with respect thereto, shall, as between the parties, be exclusively owned by State. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SOLICITATION, TITLE TO TANGIBLE OR INTANGIBLE ELEMENTS OF CONTRACTOR’S PROPRIETARY SOFTWARE INCLUDED IN CUSTOMIZED SOFTWARE SHALL AT ALL TIMES REMAIN VESTED IN CONTRACTOR.**

**Title to Customized Software:**

All rights, title and interests in and to customized software vests in the State, as of the Effective Date and immediately in the future as elements of customized software are created. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the State all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the State in understanding, using, maintaining, and enhancing said customized software. Contractor hereby irrevocably and unconditionally assigns to State all its rights, title and interests in and to the customized software, including, without limitation, all intellectual property rights with respect thereto.

**Software Tools:**

The contractor shall provide to the State, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the State would require to maintain or enhance the customized software. The price for said tools and the cost to train State personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor’s cost proposal submitted to the State in response to the State’s solicitation.

**Escrow for Source Code:**

If Contractor at any point during the continued installation and operation of the proprietary software discontinues the conduct of business or for any other reason fails to continue to provide maintenance and support for the proprietary software, the state shall be provided a copy of the source code for said proprietary software within thirty days at no expense to the State.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media.

Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

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

### **Web-based Service License.**

Contractor hereby grants MUSC a personal, non-exclusive, license to access the web-based service, during the term, solely for use by MUSC's end users' internal operations. For purposes of clarification, during the web-based service term of the contract, Contractor is responsible for providing all Equipment and licenses to third party software operating systems, database software, tools, utilities and other components of the web-based services as well as all Updates to Third Party Software, including encryption in transit and at rest of all Government Information processed on said web-based services environment, at no additional Fees or costs to MUSC.

## ***MAINTENANCE AND SUPPORT***

Contractor shall provide all maintenance and support at no additional cost to MUSC for the term of the contract, to include all maintenance and stability of the computer hardware and hosting environment provided as part of the web-based Service, a centralized help desk, software upgrades and updates, software issue diagnostic support and remediation, user and system training and user process consulting.

Contractor shall maintain a centralized Help Desk. MUSC users will be expected to contact the Help Desk to resolve issues/problems. One (1) hour maximum response time is required for all critical System or data issues. Twenty-four (24) hour maximum response time is required on non-critical issues.

## ***SERVICE LEVELS***

### **Service Levels and Other Performance Standards.**

Beginning on the Commencement Date (the date the System enters live production processing for MUSC's first location), Contractor shall provide the System and related Services so as to meet or exceed the performance standards designated as **Minimum Acceptable Service Levels ("MASLs")** in the Service Level Agreement attached as **Appendix A** which is incorporated into this Section by reference. For matters not covered by the MASLs, Contractor shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency that are at least equal to or higher than the accepted industry standards of leading providers of similar services. The obligations in the preceding sentence shall not be construed to alter or supersede any MASLs set forth in the Service Level Agreement.

### **Measurement and Monitoring Tools.**

Contractor shall implement and use measurement and monitoring tools and procedures commonly used in the industry requested by or approved in advance by MUSC and that do not require significant changes to measure and report the Service Levels at a level of detail sufficient for MUSC to verify compliance with the Service Levels. Contractor shall provide MUSC personnel with full access to such measurement and monitoring tools and procedures upon MUSC's request. Contractor acknowledges and agrees that all fees or other charges for such measurement and monitoring tools and the resource utilization associated with their use have been included in the Fees set forth in Contractor's Proposal.

### **Improvement.**

Throughout the Term, Contractor shall exercise commercially reasonable efforts to: (a) identify ways to improve the Service Levels; and (b) identify and, subject to MUSC's approval and to Contractor's confidentiality obligations to its other MUSCs, apply to the System and Service Performance Levels proven techniques and tools from other similar Contractor projects that would benefit MUSC either operationally or financially.

### **Service Level Credits.**

Contractor recognizes that MUSC is paying Contractor to deliver the System and related Services at the specified Service Levels. If Contractor fails to meet any Service Levels, then, in addition to other remedies available to MUSC, Contractor shall pay or credit to MUSC **Service Level Credits** in recognition of the diminished value of the System and Services resulting from Contractor's failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances shall the imposition of Service Level Credits be construed as MUSC's sole or exclusive remedy for any failure to meet the Service Levels. However, if MUSC recovers monetary damages from Contractor as a result of Contractor's failure to meet a Service Level, Contractor shall be entitled to set-off against such damages any Service Level Credits paid for the failure giving rise to such recovery.

### **SYSTEM CURRENCY**

#### **Currency of System.**

Contractor shall maintain reasonable currency for System and provide maintenance and support for new releases and versions of the System. At MUSC's direction, Contractor shall operate, maintain and support multiple releases or versions of the System on a temporary basis for a reasonable period of time during a technology or software upgrade and shall do so without any increase in the Fees. For purposes of this Section, "reasonable currency" means that, unless otherwise directed by MUSC, Contractor shall (i) maintain the System at the then current major release, and (ii) install minor Releases promptly or, if earlier, as requested by MUSC.

#### **Currency of Third Party Software.**

Contractor shall maintain reasonable currency for Third Party Software for which it is financially responsible under the contract and provide maintenance and support for new releases and versions of Third Party Software for which it is operationally responsible. Contractor shall keep Third Party Software within release levels supported by the appropriate third party vendor to ensure compatibility with MUSC's computer browsers and environments, and other Software or equipment components of the System.

#### **Approval.**

Contractor shall confer with MUSC prior to installing any major release, shall provide MUSC with the results of its testing and evaluation and a detailed implementation plan and shall not install such release if directed not to do so by MUSC.

#### **Financial Responsibility for Changes.**

Contractor shall bear all charges, fees and costs associated with any change determined by MUSC as required by laws or regulations applicable to the System or Services, including all charges, fees and costs associated with (i) the design, installation, implementation, testing and rollout of such change, (ii) any modification or enhancement to, or substitution for, any impacted business process or associated Software, equipment, System, Services or materials, and (iii) any increase in the cost to MUSC of operating, maintaining or supporting any impacted business process or associated Software, equipment, System, Services or materials.

#### **MUSC Approval.**

Contractor shall make no change which may (i) increase MUSC's total cost of using the System or receiving the Services; (ii) require material changes to, or have an adverse impact on MUSC's businesses, operations, environments, facilities, business processes, systems, software, utilities, tools or equipment (including those provided, managed, operated, supported and/or used on their behalf by third Parties); (iii) require MUSC to install a new version, release, upgrade of, or replacement for, any Software or equipment or to modify any Software or equipment; (iv) have a material adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services; (v) have an adverse impact on the cost, either actual or planned, to MUSC of terminating all or any part of the Services or exercising its right to in-source or use third parties; (vi) require changes to or have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality, cost or resource efficiency of MUSC's retained systems and business processes interoperating with the System, or (vii) violate or be inconsistent with MUSC standards or strategic plans, without first obtaining MUSC's written approval, which approval MUSC may withhold in its sole discretion.

#### **Temporary Emergency Changes.**

Notwithstanding the foregoing, Contractor may make temporary changes required by an emergency if it has been unable to contact MUSC's designated executive manager or his or her designee to obtain approval after making reasonable efforts. Contractor shall document and report such emergency changes to MUSC not later than the next business day after the change is made. Such changes shall not be implemented on a permanent basis unless and until approved by MUSC.

## **Implementation of Changes.**

Contractor shall schedule and implement all changes so as not to (i) disrupt or adversely impact the business, systems or operations of MUSC, (ii) degrade System Performance Levels or the Services then being received by MUSC, or (iii) interfere with MUSC's ability to obtain the full benefit of the System and Services.

## **Planning and Tracking.**

On a monthly basis, Contractor shall prepare, with MUSC's participation and approval, a rolling quarterly "look ahead" schedule for ongoing and planned changes for the next three (3) months. The status of changes shall be monitored and tracked by Contractor against the applicable schedule.

## **SYSTEM UPDATES**

System updates shall be provided at no cost to MUSC. Updates are software providing bug fixes and minor software enhancements and addresses existing issues in the software since initial release.

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

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

## **TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (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 4 year (s), with three (3) one (1) year renewal options 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 2015):**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year(s), 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. (b) Contractor acknowledges that, unless excused by Section 11-57-320. [07-7B245-2]

## **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]

## ***DISENGAGEMENT SERVICES***

### **Availability.**

Contractor shall provide MUSC with Disengagement Services described in Contractor's Disengagement Plan and as set forth below. Contractor shall provide the Disengagement Services to MUSC or its designee(s), commencing upon a request for Disengagement Services by MUSC, and, at MUSC's request, continue providing in accordance with the applicable Disengagement Plan (defined below) for the entire Disengagement Period or, if applicable, the expiration or termination of the Term.

### **Detailed Disengagement Plan.**

Contractor shall prepare and deliver to MUSC a detailed Disengagement Plan for MUSC's review, comment and approval within thirty (30) business days after written notice from MUSC. The proposed detailed Disengagement Plan shall describe in detail the specific disengagement activities to be performed by Contractor, MUSC and/or its designee(s) to transition the Parking Management System functions to MUSC or its designee(s). Contractor shall address and resolve any questions or concerns MUSC may have as to any aspect of the proposed detailed Disengagement Plan and incorporate any modifications, additions or deletions to such Disengagement Plan requested by MUSC. Contractor's detailed Disengagement Plan as approved by MUSC in writing shall be deemed appended to and incorporated in the contract.

### **Performance.**

During any Disengagement Services, Contractor shall continue to meet the Service Levels and provide the System and Services at the same level and qualities as before MUSC's electing to commence Disengagement. Contractor shall perform the Disengagement Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it was required to provide the same or similar Services during the Term, including compliance with the Service Levels.

## **Rates and Charges.**

To the extent the Disengagement Services requested by MUSC can be provided by Contractor using personnel and resources already assigned to MUSC without adversely affecting Contractor's ability to meet its performance obligations, there will be no additional charge to MUSC for such Disengagement Services. If material Disengagement Services requested by MUSC cannot be provided by Contractor using then assigned Contractor Personnel then in MUSC's discretion, either: (i) charges will be calculated at the time and materials rates in Contractor's Business Proposal and the MUSC approved Disengagement Plan, or (ii) assigned to MUSC without adversely affecting Contractor's ability to meet its performance obligations, MUSC, in its sole discretion, may forego or delay any work activities or temporarily or permanently adjust the work to be performed by Contractor, the schedules associated with such work or the Service Levels to permit the performance of such Disengagement Services using such personnel.

## **REPRESENTATIONS AND WARRANTIES**

1. Contractor represents, warrants and covenants that: (i) the Services shall be rendered with promptness, due care, skill and diligence; (ii) the Services shall be executed in a workmanlike manner, in accordance with the best practices of leading providers of the same or similar Systems and services and the Service Levels; (iii) Supplier shall use adequate numbers of qualified individuals with suitable training, education, experience, know-how, competence and skill to perform the Services; (iv) Supplier shall provide such individuals with training as to new products and services prior to the implementation of such products and services in the web-based services environment; and (v) Supplier shall have the resources, capacity, expertise and ability in terms of equipment, Software, know-how and personnel to provide the Services.
2. Supplier represents, warrants and covenants that, unless otherwise agreed and to the extent it has operational responsibility under the Contract, it shall maintain the Equipment and System so that they operate substantially in accordance with the Service Levels and their Documentation and specifications, including (i) maintaining Equipment in good and current operating condition, (ii) undertaking repairs and preventive maintenance on Equipment in accordance with the applicable Equipment manufacturer's recommendations and requirements, and (iii) performing Software maintenance and Updates in accordance with the applicable Software supplier's Documentation, recommendations and requirements.
3. Contractor represents and warrants that the Software and Services will not infringe any Intellectual Property Rights of any third party;
4. **Disabling Code.** Contractor represents and warrants that the System and any components thereof do not intentionally or negligently contain any virus, malware, worm, trap door, back door, timer, clock, counter or other limiting routine, copy protection mechanism, dongle key, instruction or design that would erase data or programming or otherwise cause the System or any component thereof to become inoperable or incapable of being used in the full manner for which it was designed and created including, without limitation, any such timers or other limiting routines that Contractor may configure within the System, any limitations that are triggered by: (a) the Software being used or copied certain number of times, or after the lapse of a certain period of time; or (b) the occurrence or lapse of any similar triggering factor (each, a "Disabling Code"). Offeror will use reasonable care to protect MUSC's equipment from the introduction of a Disabling Code and ensure that all Contractor personnel take all reasonable precautions to ensure that it does not introduce any Disabling Code during the term of this Agreement. Notwithstanding anything contained herein to the contrary, in the event Disabling Codes are identified by Contractor or MUSC and were introduced therein as a result of Contractor's breach of this Section, Contractor shall take all reasonable steps necessary, at no additional cost to MUSC to: (i) restore any and all data lost by MUSC as a result of such Disabling Code, to MUSC's latest backup thereof, and to the extent that such recovery is technically feasible, provided that MUSC, at all relevant times, had used industry standard virus-checking software and back-up procedures; (ii) provide a replacement component of the System without Disabling Code, (iii) test the replacement component of the System for the presence of Disabling Codes to ensure it is free of Disabling Code; and (iv) install and implement such replacement component of the System.
5. **No Withholding of System or Services.** The Contractor warrants that during the Term of the Contract it/they will not withhold access to the System or MUSC data or suspend use of the System or services to be provided hereunder, for any reason, including but not limited to a dispute between the parties arising under the Contract(s), except as may be specifically authorized herein. Due to the serious impact and irreparable harm any suspension or termination of this vital and critical services Contract would have on the continuing operations of MUSC and the State entities and employees relying on the System, in which case an adequate remedy at law is highly unlikely to be available, MUSC's failure to perform its responsibilities set forth in the Contract(s) will not be grounds for suspension or termination by the

Contractors. **THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT MUSC WOULD NOT BE WILLING TO ENTER INTO THE CONTRACT(S) WITHOUT THE CONTRACTOR'S COVENANT AND ASSURANCES THAT (1) THE CONTRACTOR'S SERVICES AND PERFORMANCE WILL NOT BE SUSPENDED OR TERMINATED BY CONTRACTOR, AND (2) THE CONTRACTOR WILL NOT SUSPEND PERFORMANCE EVEN IF MUSC FAILS TO PERFORM ANY OF ITS DUTIES UNDER THE CONTRACT OR CONTRACTOR ALLEGES MUSC IS IN BREACH OF THE CONTRACT(S).** Notwithstanding the foregoing, Contractor's promise not to terminate or suspend performance will not relieve MUSC from its obligations to pay Contractor for acceptable goods and services provided pursuant to the Contract(s). Contractor's remedy shall be to initiate proceedings for recovery of payments pursuant to the Disputes provision of the Contract and shall continue to perform during the pendency of any disputes. Contractor agrees that this provision will flow down and be included in any subcontract.

6. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE CONTRACT, NEITHER THE STATE OR CONTRACTOR MAKES ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES TO THE OTHER PARTY, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE .

## VIII. Bidding Schedule/Price-Business Proposal

### **PRICE PROPOSAL (JAN 2006):**

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

### **Price-Business Proposal:**

All costs related to this section of the RFP **MUST** be included in the Offeror's Cost Proposal in a separate sealed section. The Offeror shall not include any cost information in the Technical Proposal.

MUSC will consider license, subscription, lease or purchase options, or a combination thereof (as outlined in Section III Scope of Work/Specifications). Regardless of the option(s) the Offeror proposes, the itemized listing submitted on the attached Excel Bid Schedule in the Cost Proposal **MUST** include the costs of **all** proposed components.

All submissions must provide pricing for the 7 years total potential value of this contract and shown on an annual basis. The cost for each year (years 1-implementation, etc. . . , 2, 3, 4, 5, 6, and 7) must be listed and then totaled to state the total cost for the potential seven (7) year period. The total cost of the proposed solution shall include all related and associated items necessary for the Parking Management Software Replacement System(s). Breakout and show separately all costs for each year in the Price-Business proposal.

The initial term of this agreement is 4 year (s), with three (3) one (1) year renewal options from the effective date.

All travel expenses are the sole responsibility of the Contractor.

The Business Proposal shall include the following considerations:

(a) Total Cost of Ownership -- What is the anticipated cost of purchasing, owning, licensing, leasing, operating, maintaining, and/or supporting the proposed solution for the total potential term of the contract? Provide a detailed accounting.

Also, Provide a Monthly Web-based fee ("MWF") quote to include all costs due and payable by MUSC to Contractor or its suppliers for the System and Web-based services. The MWF is intended to be inclusive of all charges including all implementation and transition fees, license or transfer fees, support fees, communication charges or reimbursements, equipment usage costs, server and CPU processing capacity fees, ISP and IP numbers and domain addresses fees, and any other similar expenses and costs.

(b) System updates should be provided at no cost to the MUSC (if applicable);

(c) Risk Analysis -- What internal or external factors could significantly impact the probability of completing this project on time and within budget?

(d) Risk Mitigation -- What actions can be taken to mitigate the identified risks?

(e) Risk Sharing -- Are there opportunities for mutually beneficial risk sharing?

(f) Performance Incentives -- Are there opportunities for performance-based incentives?

(g) Financing Options -- Are there alternative financing options available to the State?

(h) Future Development Pricing if available

[08-8010-1]

(j) **Time and Materials Rates.** Describe the time and materials rates for computer technology services to support post implementation and additional scope of this Solicitation for additional interfaces, programming or software modification support, or Disengagement Services. The provided time and materials rates will remain in force during the Term and any Renewal Term subject to adjustment for CPI as set forth in PRICE ADJUSTMENTS – LIMITED BY CPI “ALL ITEMS” (JAN 2006): [07-7B170-1].

**Notes:** (i) Proposals submitted to the State for this procurement shall be “All Inclusive – Turn Key” and must include but not limited to: installation, overhead, insurance, materials, parts, direct and indirect labor, etc. (ii) The State will not honor any hidden cost(s) that may be invoiced at a later date. (iii) Any costs or fees delineated, directly or indirectly, in the technical proposal will be the sole financial responsibility of the Contractor and the State will not be obligated to pay for the same.

***BIDDING SCHEDULE (NOV 2007):***

**COST PROPOSAL TO BE SUBMITTED AS SEPARATE SEALED DOCUMENT.**

**Following is the embedded Excel bidding schedule that all Offerors are required to complete.**



Cost Proposal\_Bidding  
Schedule.xlsx

## **IX. Attachements to Solicitation**

### ATTACHMENTS LIST [09-9002-1]

The following documents are incorporated into and made a part of this Solicitation by reference with copies attached to this solicitation:

- SERVICE LEVEL AGREEMENT- Appendix A
- NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
- SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE (FEB 2015)
- MUSC CAMPUS REQUIREMENTS: BADGE & SMOKING POLICY INFORMATION
- OFFEROR'S CHECKLIST (JUN 2007)

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## APPENDIX A

### SERVICE LEVEL AGREEMENT

Contractor agrees to meet or exceed the **Minimum Acceptable Service Levels** (“MASLs”) set forth in this Service Level Agreement. Failure to meet the MASLs will result in designated amounts of recurring monthly fees being withheld by Medical University of South Carolina (“MUSC”) and if not corrected within stated timeframes, Service Level Credits being due MUSC. Contractor offers Availability, Support Response Performance Levels and System Response Time MASLs. This Services Level Agreement is incorporated into and made a part of MUSC’s Parking Management System Solicitation No. \_\_\_\_\_ by reference.

“**Actual Uptime**” means the aggregate amount of time in a month within Scheduled Uptime that the production System is actually available for multiple MUSC’s users.

“**Availability**” means for each calendar month the Actual Uptime expressed as a percentage of the Scheduled Uptime less Excused Downtime:  $\text{Availability \%} = [\text{Actual Uptime} / (\text{Scheduled Uptime} - \text{Excused Downtime})] \cdot 100$ .

“**Excused Downtime**” means for each calendar month the number of minutes attributable to:

- regularly scheduled maintenance or service upgrades or other mutually agreed upon times;
- intentional shutdowns due to emergency interventions and/or responses to security incidents;
- any infrastructure, communication or functional components that are managed by MUSC;
- configuration changes initiated by MUSC;
- the acts or omissions of MUSC’s employees, agents, consultants, suppliers or end-users; or
- a force majeure event.

“**Monthly Fees**” means, for this Performance Level Agreement only, the sum of the then current Maintenance, Hosting and web based services monthly fees, initially equaling \$ \_\_\_\_\_/mth.

“**Notify**” means that Contractor will call back or respond electronically to the designated MUSC contact.

“**Respond**” means that Contractor will begin working on the problem and/or ticket item, e.g., by Notifying MUSC and/or calling MUSC back to clarify the issue or by starting the technical investigation to expeditiously remediate the problem.

“**Scheduled Uptime**” means (i) 43,200 minutes for a thirty (30) day month, or (ii) 44,640 minutes for a thirty-one (31) day month, less Excused Downtime, in each case.

“**Service Level Credits**” means amounts paid or credited to MUSC by Contractor for missing MASLs.

“**Support Response Performance Levels**” means Contractor meeting the Response/Notification times for all problem issues raised in accordance with response times and Severity Levels set forth in this Performance Level Agreement.

“**System Response Time Performance Level**” means System response times measured from when a MUSC thread is received by Contractor’s infrastructure until the System response is transmitted from Contractor’s managed infrastructure.

#### Availability MASL

Availability is optimally targeted at 99.99% Actual Uptime. Contractor agrees to exercise commercially reasonable efforts to achieve MASLs for Availability no less than 99.95% each month. MUSC will withhold 15% of the corresponding Monthly Fees for each month that Availability is less than 99.95%, until Contractor re-establishes Availability to the monthly MASLs for two (2) consecutive months. However, starting the third month following Contractor’s initial failure to meet the 99.95% MASLs, if Contractor continues to fail to meet a MASL for Availability of 99.95%, then Contractor shall provide a Service Level Credit to MUSC equal to 10% of the corresponding Monthly Fees for the prior month and each consecutive month until re-establishing the Availability MASL. Once Contractor re-establishes the MASL for two consecutive months, all “hold-back” monies shall be promptly paid to Contractor, less any Service Level Credit thereon.

Notwithstanding anything to the contrary, Contractor acknowledges and agrees that if Availability falls at or below: (i) 99.55% for 3 consecutive months (i.e., ~9.75 hours), or (ii) 99.60% for 4 consecutive months (i.e., ~11.52 hours), or (B) Scheduled Uptime is missed, in the aggregate in a contract year, for more than 16 hours, then in any of the foregoing cases; MUSC may terminate, at its discretion, the (a) Web-based Services, or (b) Web-based Services and Maintenance Services (MUSC’s license continues as per the Contract), without further obligation to pay any remaining but corresponding amounts and without any penalty, and in either case, triggering MUSC’s Disengagement rights, except MUSC will only be required to reimburse Contractor for its expenses (i.e., sans any profit) incurred in providing the Disengagement support.

**Support Response/ Notify Performance MASL**

Support Response and/or Notify assures MUSC that problems with the System will be addressed within the time frames set forth in the Table below. MUSC will retain a Service Level Credit of 10% of the applicable Monthly Fees for any calendar month in which Contractor fails to Notify MUSC or Respond to events within the timeframes outlined below.

Level	Average Time to Respond to Event	Average Time to Notify MUSC
<b>Severity 1</b>	<ul style="list-style-type: none"> <li>▪ If MUSC calls the support help desk, the ticket is logged real-time and Contractor will Respond by a hot hand-off to the appropriate technician while MUSC’s representative is still on the phone.</li> <li>▪ If Contractor has received notice through a monitoring alert or MUSC has opened the ticket by any other than calling Contractor support center, Contractor will Respond within 30 minutes from the initial alert or receipt of the ticket</li> </ul>	Once a Severity 1 event has occurred, Contractor will Notify MUSC of the issue within 30 minutes from the initial monitoring alert.
<b>Severity 2</b>	<ul style="list-style-type: none"> <li>▪ If the MUSC calls the support center, the ticket is logged real-time and Contractor will Respond by a hot hand-off to the appropriate technician while MUSC’s representative is still on the phone.</li> <li>▪ If Contractor has received notice through a monitoring alert or the MUSC has opened the ticket by any means other than calling the support center, Contractor will Respond within one (1) hour from the initial alert or receipt of the ticket</li> </ul>	Once Contractor has confirmed that a Severity 2 event has occurred, Contractor will Notify the MUSC within one (1) hour from the initial monitoring alert.
<b>Severity 3</b>	Contractor will Respond within one (1) business day from receipt of the ticket.	Once Contractor has confirmed that a Severity 3 event has occurred, Contractor will Notify the MUSC within one (1) business day from the initial monitoring alert.
<b>Severity 4</b>	Contractor will Respond within four (4) business days from receipt of the ticket.	Not applicable

For purposes of the Response Time MASLs, the Severity Levels are defined as follows:

- **Severity 1:** Complete loss of System or Web-based Services functionality so that end users are unable to process any data; or a critical security event such as a confirmed security incident on Contractor Web-based Services, Hosted Platform, or Server Platform.
- **Severity 2:** Degradation of performance for any System component that has a material adverse effect on the ability to process a class of parking management data, but does not result in an outage; or a circumstance that if not corrected could result in an outage or loss of MUSC data; or a major security event that degrades or could degrade service.
- **Severity 3:** Single member of redundant unit or circuit has failed, but there is no impact on end users or any degradation of service; or loss of ability to process a non-critical data or function; or services are functioning normally, but an individual experiences a problem; or a non-critical security event that does not impact performance.
- **Severity 4:** A service request that is not a problem, for example, a request to install software, change firewall rules, open accounts or provide access.

**System Response Time Performance MASL**

Contractor agrees System responses will average no more than 1.5 seconds for all MUSC requests each month. A response will be measured from the time a MUSC thread is received by Contractor infrastructure until the System response is transmitted from Contractor’s managed infrastructure. MUSC will withhold 25% of the Monthly Fees for each month exceeding the 1.5 second average, until the next month that Contractor re-establishes average response times in accordance with the MASL. However, in the month following Contractor’s initial failure to meet 1.5 second MASL, if Contractor fails to meet a MASL for 1.5 second response, then Contractor shall provide a Service Level Credit to MUSC equal to 20% of the corresponding Monthly Fees for the prior month.

## SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

Instructions: (1) Attach additional pages or documents as appropriate and make sure answers cross reference to the questions below. (2) As used in this Questionnaire, the phrase “Government Information” shall have the meaning defined in the Definitions section. (3) This Questionnaire must be read in conjunction with the section titled: Service Provider Security Representation.

1. Describe safeguards the Contractor has in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of Government Information.
2. Describe Contractor’s policies and procedures that ensure access to government information is limited to only those employees/sub-contractors who require access to perform Contractor’s proposed services.
3. Describe Contractors’s disaster recovery and business continuity plans, and the processes in place to maintain, test and update these plans.
4. What safeguards and practices are employed by the Contractor to vet employees who have access to Government Information?
5. Describe and explain Contractor’s security policies and procedures related to the vetting and use of subcontractors.
6. Identify all subcontractors or other third parties which will host or have access to Government Information.
7. What safeguards does the Contractor have in place to segregate Government Information from Contractor data and from other customers' data, to prevent accidental or unauthorized access to Government Information?
8. Describe how the Contractor’s software quality assurance practices ensure that software used to process Government Information is free of common vulnerabilities, and describe how penetration testing is used as an assurance practice.
9. Describe the policies, procedures and other controls in place to provide for the physical security of Contractor’s data centers and other sites where Government Information will be processed, archived, accessed or maintained.
10. Describe how Government Information will be encrypted at rest and during transmission. Described how data backups of Government Information will be encrypted.
11. MUSC provides Active Directory Federated Services (ADFS) to support SAML single sign-on for its workforce members, and to support integration with multi-factor authentication. Describe how the proposed service will be integrated with MUSC’s ADFS services, and describe how an adaptive approach to multi-factor authentication can be implemented with the proposed service.
12. Describe how the permissions for authenticated users can be provisioned and managed, including capabilities for implementing role-based access control. Describe how integration with identity governance and administration systems can be supported. Describe capabilities

for adaptive access control, within and/or integrated with the service.

13. Describe capabilities for managing privileged access, and for logging, auditing, reporting and alerting on activities of administrators and other privileged users.
14. How are entities required to authenticate when integrating with the service through API's that can provide access to Government Information?
15. What controls are in place to detect security anomalies and potential indicators of compromise or misuse? Describe how system transactions and network activity are logged, and how user actions can be audited and analyzed. How long are user activity logs and security event logs retained?
16. What controls are in place to enable the proposed service to withstand a Denial of Service attack?
17. Describe the Contractor's Security Operations Center and the personnel, procedures and tools used to perform continuous security monitoring. Describe how the hosts and networks that process, store and transmit Government Information will be monitored to detect security incidents and ensure timely resolution.
18. Describe the Contractor's incident response policies and practices.
19. What procedures and safeguards does the Contractor have in place for sanitizing and disposing of Government Information according to prescribed retention schedules, and following contract termination, to render it unrecoverable and prevent accidental or unauthorized access to Government Information?
20. Does the Contractor have an Information Security Plan in place, supported by security policies and procedures, to ensure the protection of information and information resources, including Government Information? Describe the outline of the Plan, and how often it is updated. Describe the Contractor's processes for performing on-going information security risk assessments.

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

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

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

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

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

## MUSC CAMPUS REQUIREMENTS

### Badges:

Contractor shall be responsible for expenses incurred in having all personnel – contract and/or subcontract – working on the MUSC campus obtain MUSC Identification Badges. This includes a background check and possible Drug and TB Testing. Badges must be obtained prior to contract performance commencement.

### Smoking Policy:

As South Carolina’s academic health center and home to the only National Cancer Institute-designated cancer institute in the state, it is a part of our mission to prevent cancer and to lead by example in providing the healthiest environment possible for everyone on our campus.

MUSC is a tobacco-free campus. Smoking is not permitted in any areas on campus. This includes the use of chewing tobacco and e-cigarettes. The map showing the boundaries of MUSC’s campus is an attachment to the solicitation.



Current MUSC Campus map at <https://education.musc.edu/students/spsd/housing/maps>

# 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.**

1. DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
2. UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
3. REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
4. MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN ***SUBMITTING CONFIDENTIAL INFORMATION pg13***. 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!
5. HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
6. MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
7. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
8. MAKE SURE YOUR Bid/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
9. 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 PRE- BID/PROPOSAL CONFERENCES.**

**This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist.**

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

THIS IS THE END OF THIS DOCUMENT