

| | | |
|---|---|---|
|  | State of South Carolina Request for Proposal Amendment 3 | Solicitation: 5400013226 Date Issued: 5/26/2017 Procurement Officer: STACY GREGG Phone: 803-737-2609 E-Mail Address: sgregg@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211 1201 Main Street; Suite 600; Columbia, SC 29201 |
|---|---|---|

DESCRIPTION: **Hurricane Matthew Disaster Recovery Services**

USING GOVERNMENTAL UNIT: **Department of Commerce**

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

SUBMIT OFFER BY (Opening Date/Time): **6/12/2017 11:00AM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **6/2/2017 10:00AM EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: Seven (7) Technical Proposals; Two (2) Price Proposals as follows:
A total of seven (7) Technical proposals shall be submitted, to include the following:

- One (1) original, bound in a 3 ring binder or in a manner where it shall be easily integrated into the office file.
- Five (5) copies, affixed by staple, folder, comb, or other binding, which is slim, portable, and easily transported and stored with multiple proposals.
- One (1) copy on a flash drive or other USB device for proposals

| | |
|--|--|
| CONFERENCE TYPE: Pre-Proposal DATE & TIME: 5/03/2017 10:00AM EST <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small> | LOCATION: 1201 Main Street Suite Columbia, SC 29201 |
|--|--|

| | |
|-------------------------------|--|
| AWARD & AMENDMENTS | Award will be posted on 07/03/2017 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov |
|-------------------------------|--|

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.)

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

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

COVER PAGE - ON-LINE ONLY (MAR. 2015)

NOTE: Return this page in Section 1 of Offer – Page 1.

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (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]

PURPOSE OF AMENDMENT

The purpose of this amendment is to address changes of the original solicitation document to reflect additional grant funding and new issue a submittal date.

IMPORTANT NOTICE:

The state has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their offer.

In an effort to assist your review of the amendment, we have attached a listing of changes in Section IX. Attachment F. Offerors are cautioned that they are responsible to review the content of the entire document and cannot rely on the change outline alone to identify all changes.

Table of Contents

| | |
|--|----|
| SECTION I | 6 |
| ACQUIRE SERVICES (JAN 2006) | 6 |
| MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006) | 6 |
| SECTION IIA | 7 |
| DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015) | 7 |
| AMENDMENTS TO SOLICITATION (JAN 2004) | 8 |
| AUTHORIZED AGENT (FEB 2015) | 8 |
| AWARD NOTIFICATION (FEB 2015) | 8 |
| BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004) | 8 |
| BID ACCEPTANCE PERIOD (JAN 2004) | 8 |
| BID IN ENGLISH and DOLLARS (JAN 2004) | 9 |
| AUTHORITY AS PROCUREMENT AGENT (DEC 2015) | 9 |
| CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008) | 9 |
| CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004) | 10 |
| CODE OF LAWS AVAILABLE (JAN 2006) | 10 |
| DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015) | 11 |
| DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) | 11 |
| DRUG FREE WORK PLACE CERTIFICATION (JAN 2004) | 11 |
| DUTY TO INQUIRE (FEB 2015) | 11 |
| ETHICS CERTIFICATE (MAY 2008) | 11 |
| IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015) | 12 |
| OMIT TAXES FROM PRICE (JAN 2004) | 12 |
| OPEN TRADE REPRESENTATION (JUN 2015) | 12 |
| PROTESTS (JUN 2006) | 12 |
| PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015) | 12 |
| PUBLIC OPENING (JAN 2004) | 13 |
| QUESTIONS FROM OFFERORS (FEB 2015) | 13 |
| REJECTION/CANCELLATION (JAN 2004) | 13 |
| RESPONSIVENESS/IMPROPER OFFERS (JUN 2015) | 13 |
| SIGNING YOUR OFFER (JAN 2004) | 14 |
| STATE OFFICE CLOSINGS (JAN 2004) | 14 |
| SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015) | 15 |
| SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015) | 15 |
| TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008) | 16 |
| VENDOR REGISTRATION MANDATORY (JAN 2006) | 16 |
| WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004) | 16 |
| SECTION IIB | 17 |
| CONFERENCE - PRE-BID/PROPOSAL (JAN 2006) | 17 |
| CONTENTS OF OFFER (RFP) (FEB 2015) | 17 |
| CLARIFICATION (NOV 2007) | 17 |
| LIVE PRESENTATION REQUIREMENTS | 18 |
| ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MAR 2015) | 18 |
| MAIL PICKUP (JAN 2006) | 18 |
| ON-LINE BIDDING INSTRUCTIONS (MAR 2015) | 18 |
| OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015) | 19 |
| PROTEST - CPO - MMO ADDRESS (JUN 2006) | 19 |
| SECTION III | 19 |
| DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006) | 33 |
| SECTION IV | 34 |
| INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006) | 34 |
| INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015) | 38 |
| MINORITY PARTICIPATION (DEC 2015) | 38 |
| SUBMITTING REDACTED OFFERS (MAR 2015) | 39 |
| SECTION V | 39 |
| QUALIFICATIONS OF OFFEROR (MAR 2015) | 39 |
| QUALIFICATIONS -- REQUIRED INFORMATION (MAR 2015) | 39 |
| SUBCONTRACTOR -- IDENTIFICATION (FEB 2015) | 40 |
| SECTION VI | 41 |
| AWARD CRITERIA -- PROPOSALS (JAN 2006) | 41 |
| AWARD TO ONE OFFEROR (JAN 2006) | 41 |
| COMPETITION FROM PUBLIC ENTITIES (JAN 2006) | 41 |

| | |
|--|----|
| DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015) | 41 |
| EVALUATION FACTORS -- PROPOSALS (JAN 2006) | 41 |
| SECTION_VIIA | 43 |
| ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015) | 43 |
| BANKRUPTCY - GENERAL (FEB 2015) | 43 |
| CHOICE-OF-LAW (JAN 2006) | 43 |
| CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015) | 43 |
| DISCOUNT FOR PROMPT PAYMENT (JAN 2006) | 44 |
| DISPUTES (JAN 2006) | 44 |
| EQUAL OPPORTUNITY (JAN 2006) | 45 |
| FALSE CLAIMS (JAN 2006) | 45 |
| FIXED PRICING REQUIRED (JAN 2006) | 45 |
| NO INDEMNITY OR DEFENSE (FEB 2015) | 45 |
| NOTICE (JAN 2006) | 45 |
| OPEN TRADE (JUN 2015) | 45 |
| PAYMENT and INTEREST (FEB 2015) | 45 |
| PUBLICITY (JAN 2006) | 46 |
| PURCHASE ORDERS (JAN 2006) | 46 |
| IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015) | 46 |
| SURVIVAL OF OBLIGATIONS (JAN 2006) | 46 |
| TAXES (JAN 2006) | 47 |
| TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006) | 47 |
| THIRD PARTY BENEFICIARY (JAN 2006) | 47 |
| WAIVER (JAN 2006) | 47 |
| SECTION_VIIB | 47 |
| BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015) | 47 |
| CHANGES (JAN 2006) | 48 |
| COMPLIANCE WITH LAWS (JAN 2006) | 48 |
| CONFERENCE -- PRE-PERFORMANCE (JAN 2006) | 49 |
| CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015) | 49 |
| CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015) | 50 |
| CONTRACTOR PERSONNEL (JAN 2006) | 51 |
| CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006) | 52 |
| CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006) | 52 |
| DEFAULT (JAN 2006) | 52 |
| DISPOSAL OF PACKAGING (JAN 2006) | 53 |
| ILLEGAL IMMIGRATION (NOV 2008) | 53 |
| INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011) | 54 |
| INDEMNIFICATION-THIRD PARTY CLAIMS | 54 |
| INFORMATION SECURITY – DEFINITIONS (FEB 2015) | 55 |
| INFORMATION SECURITY – SAFEGUARDING REQUIREMENTS (FEB 2015) | 56 |
| INFORMATION SECURITY – LOCATION OF DATA (FEB 2015) | 57 |
| INFORMATION USE AND DISCLOSURE (FEB 2015) | 57 |
| INFORMATION USE AND DISCLOSURE - STANDARDS (FEB 2015) | 58 |
| LICENSES AND PERMITS (JAN 2006) | 59 |
| OFFSHORE CONTRACTING PROHIBITED (FEB 2015) | 59 |
| OWNERSHIP OF DATA and MATERIALS (JAN 2006) | 59 |
| PRICE ADJUSTMENTS (JAN 2006) | 59 |
| PRICING DATA -- AUDIT -- INSPECTION (JAN 2006) | 60 |
| RELATIONSHIP OF THE PARTIES (JAN 2006) | 60 |
| TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006) | 60 |
| RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015) | 60 |
| SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015) | 61 |
| TERMINATION FOR CONVENIENCE (JAN 2006) | 61 |
| SECTION_VIII | 63 |
| PRICE PROPOSAL (JAN 2006) | 63 |
| SECTION_IX | 64 |
| LIST OF ATTACHMENTS | 64 |
| DEMONSTRATION PRESENTATION SCRIPT | 65 |
| REFERENCES | 67 |
| NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING | 68 |
| OFFEROR'S CHECKLIST (JUN 2007) | 69 |
| SERVICE PROVIDER QUESTIONNAIRE | 70 |
| AMENDMENT CHANGE OUTLINE | 72 |

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

The Department of Commerce (also referred to as the “SCDOC”), seeks proposals from interested entities to provide full spectrum disaster recovery operations to implement the State’s Community Development Block Grant-Disaster Recovery (also referred to as the CDBG-DR) Action Plan. The successful Offeror will implement the delivery and execution of CDBG-DR funds. The funds will help to meet remaining unmet housing, economic development, and infrastructure needs that resulted from thousands of homes and small businesses being damaged or destroyed.

The South Carolina Action Plan for Disaster Recovery is available at <https://www.scdr.sc.gov/#programs>.

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 07/13/2017 End date: 07/12/2022. 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]

The state intends that this contract shall last for three (years); however, the maximum term shall not exceed five year (July 12, 2022).

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 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.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide 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."

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.

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(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 and DOLLARS (JAN 2004)

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

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

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]

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-2]

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 (JUN 2006)

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

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity*, unless otherwise approved in writing by

the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

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: <http://www.scemd.org/planandprepare/disasters/severe-winter-weather>

[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is

exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its 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 and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (JAN 2006)

Pre-Bid/Proposal Conference Date and Time: **05/03/2017 10:00 AM EST**

Location of Pre-Bid/Proposal Conference: **South Carolina Department of Commerce – 1201 Main Street Suite Columbia, SC 29201 – Suite 300.**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor 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 Contractor 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. [02-2B025-1]

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]

CLARIFICATION (NOV 2007)

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

LIVE PRESENTATION REQUIREMENTS

Responsive Offerors with a mathematical chance of being the highest ranked Offeror of this RFP after Part I, will be required to give a live presentation of their proposal to clarify or verify the contents and the representations made therein.

- A. The presentation will be made 'in person' at 1201 Main Street, Ste. 1600, Columbia, South Carolina, 29201, and any travel expenses incurred by the Offeror are the sole responsibility of the Offeror. The time allotted per individual Offeror shall not exceed two hours, which shall include 30 minutes to be allocated for panel questions and Offeror's answers.
- B. Note that **June 23, 2017 or June 26, 2017** is tentatively scheduled for the live presentations. Offerors should reserve those dates. Successful offerors will be notified as quickly as possible to schedule specific dates and times.
- C. The activities of the Offeror should be limited to a live presentation of the Offeror's written proposal and the presentation outline provided. Evaluators may ask questions pertaining to the Offeror. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State. The live presentation should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.
- D. The live demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions nor receive preliminary assessments on its proposal from the members of the panel. Attendees at the live presentation session must include key members of the Offeror's proposed Management team.

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 in separate files. Every disk or USB drive must be labeled with the solicitation number and the offeror's name. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

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 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]

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 - MMO ADDRESS (JUN 2006)

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

(a) by email to protest-mmo@mmo.state.sc.us ,

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

III. SCOPE OF WORK/SPECIFICATIONS

General Management

General Description: South Carolina seeks a full service contractor capable of executing a complex recovery from the damage South Carolina suffered from Hurricane Matthew in October 2016. The recovery is funded by a U.S. Dept. of Housing and Urban Development (“HUD”) Community Development Block Grant – Disaster Recovery (“CDBG-DR”) and other grants and donations received by the program. As an overview, the State seeks a contractor capable of Turnkey operations, executing multiple and simultaneous operations throughout the state while maintaining the highest customer service standards and in full and complete accordance with all applicable laws, regulations, ordinances, and grant requirements. The Contractor would be responsible to the State for the execution of a large and complex strategic communications plan, establishing and maintaining a first rate training program enabling continuity of service throughout the state, providing face to face intake operations aimed at providing services to those citizens deemed most vulnerable and executing a construction program, including all aspects of environmental compliance, capable of withstanding a series of complex audits.

The State intends to conduct the recovery beginning with its most vulnerable population and working through its priority matrix to the less vulnerable. The State believes strongly in providing first-rate customer service during the conduct of this recovery combined with the strongest fiscal accountability of taxpayers’ dollars. As a minimum, the proposal must include the topics and general categories outlined

above and listed below, and describe how the offeror will provide those services to the citizens of South Carolina. The state expects exceptional management of the project and will not tolerate disallowable expenses, fraud, duplication of benefits, or any fiscal irresponsibility of taxpayer dollars.

The State intends to conduct the Hurricane Matthew housing recovery program in a manner that is generally consistent with its current October 2015 Storm housing recovery operation. The State refers any interested Offeror to <http://scstormrecovery.com/useful-resources/> as a point of reference for the manner in which the current operation is conducted. Please also see <https://www.scdr.sc.gov/>.

As a Minimum the State expects the Successful Offeror to conduct full spectrum recovery operations and repair, rebuild, or replace approximately 1050 damaged homes with no more than a 10% variance. Based on the directives set forth in the HUD CDBG-DR grant for Hurricane Matthew, 82 FR 5591, in the presidentially declared disaster counties the State expects to repair, rebuild, or replace 1050 homes statewide plus 20 rental units, of which 840 homes and 20 rental units are expected to be in Marion County, all figures +/- 10%.

The Offeror's requirements are as follows:

1. Offeror's Project Manager will report to the State's designated Program Manager and/or his designated representative.
2. Offeror will ensure that a minimum of 25% of all those employed to execute the contract are South Carolina residents with the goal of 75%. This includes all prime and sub-contractors. Offeror will conduct a minimum of two (2) job fairs in counties as directed by the state, with one job fair conducted in Marion County.
3. The South Carolina Disaster Recovery Office ("SCDRO") has a fully functional headquarters located at 632 Rosewood Dr., Columbia, SC 29202 capable of recovery operations, recovery analysis, coordination, executive briefings, monitoring, auditing, and tracking of all aspects of recovery. Offeror will co-locate with the State Disaster Recovery Office at its headquarters. In addition, with approximately 80% of the total relief funding designated for Marion County (as set forth 82 FR 5591, Docket No. FR-6012-N-01), Offeror must maintain a physical office presence in Marion County during the duration of the recovery activities or until the State agrees to closure.
4. Offeror will incorporate Volunteer Organizations Active in the Disaster (VOAD) into their recovery operation during the course of the recovery. Offeror must have VOAD coordination ability, or a VOAD partner, who can interface with the Crisis Action Network ("CAN") database and who will abide by personally identifiable information restrictions.
5. Offeror must be able to repair, replace, or rebuild brick and mortar homes, mobile or manufactured homes, and modular homes.
6. Offeror will provide a minimum of one Executive Briefing to the State per week which outlines all current work to date, all work currently underway, and all work planned both in the near term and far term.
7. Offeror must provide the State notice of all sub-contractors it intends to hire to accomplish the recovery mission. All sub-contractors must meet South Carolina Regulatory and compliance guidelines.
8. Offeror agrees to follow State established recovery priorities. The State intends to begin the recovery process with the citizens who are most vulnerable.
9. Offeror must establish and maintain a full transparency website clearly portraying all aspects of the recovery. The Hurricane Matthew recovery website must integrate seamlessly with the

current South Carolina Disaster Recovery website with the capability to cross-reference and provide links between sites for the 2015 Storm/Flood Recovery project and the 2016 Hurricane Matthew recovery project. Please see <http://scstormrecovery.com/> and <https://www.scdr.sc.gov/>.

10. Offeror will establish and maintain liaison with all Volunteer Organizations Active in the Disaster (VOAD) as well as complete situational awareness of all VOAD rebuilding and/or refurbishment activities.
11. Offeror will establish and maintain liaison with all Long Term Recovery Groups (LTRG) operating in response to the disaster.
12. Offeror must provide an on-site compliance capability to ensure internal fiscal responsibility and provide the State with the result of all internal reviews.
13. Offeror must provide a project management capability which timelines all aspects of the recovery and estimated completion of all tasks and provides the State with this data in a formal weekly briefing.
14. Offeror will provide Intake and Eligibility Operations which determines eligibility; processes and assigns work as applicable within established policy guidelines; conducts extensive coordination with an existing state case management contract (Palmetto Disaster Recovery) to validate eligibility of citizens, and Offeror must ensure no citizen receives any duplication of benefits prior to providing any program assistance. Offeror's Intake and Eligibility processes must be able to accept Microsoft CRM based data from Palmetto Disaster Recovery's case management program for Hurricane Matthew. Offeror may also receive disaster case management files from other disaster case management operations as directed or identified by the State. This requirement is critical for the efficient transfer of data in order to shorten the overall housing recovery time for disaster survivors.
15. Offeror accepts the requirement to make all personnel, location, files and other pertinent information available to the State (and/or to the Federal government) at any time during the course of the contract.
16. Offeror will establish an escalation protocol for any citizen issue resulting in keeping the State informed as to the progress of all complaints.
17. Offeror must possess an understanding of the State's Hurricane Matthew Disaster Recovery Action Plan, HUD's CDBG-DR program, HUD's National Objectives, the FEMA Mission Scoping Assessment, and the FEMA Recovery Support Strategies.
18. Offeror will provide an online appeals and complaint system capability which ensures citizens are informed and provided responses to questions, inquiries and complaints within 2 working days.
19. Offeror must provide an official Certificate of Occupancy upon completion of all work to the homeowner and retain this certificate on file.
20. Offeror will ensure that all contract personnel (from prime to all sub-contractors associated with the contract) are identified by a standard color collared shirt and photo identification. The words: 'South Carolina Recovery' and 'Contractor' are required to be clearly visible on both the shirt and photo identification badges.
21. The State will implement an inspection and compliance/monitoring program.
22. Offeror will ensure compliance with all aspects of the HUD based State Action Plan. Should the Action Plan require an amendment, the Offeror will prepare the proposed amendment at the direction of the State.

23. Offeror will conduct HUD compliant environmental reviews for each project.
24. Offeror will ensure compliance with all Federal, State, and Local Environmental standards and follow all established environmental standards during the conduct of all work for the duration of the contract.
25. Offeror will ensure strict compliance with all HUD standards and will adjust to any HUD updates. If the state decides to seek from HUD a program waiver or an amendment to the Hurricane Matthew Action Plan, Offeror will be responsible, at the direction of the State, for preparing the waiver or amendment along with all required supporting documentation.
26. Offeror will report to the State any evidence of fraud within 2 workdays of discovery.
27. Offeror will provide a weekly follow up capability for citizens who are deemed eligible.
28. Offeror will provide expertise in the HUD CDBG-DR national objectives program and ensure compliance with information security requirements and employ defined security controls in accordance with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance.
29. Offeror must utilize SCDRO's existing Special Case Panel process for approval of any eligibility determination outside of program guidelines, priority change outside of program guidelines, or proposed cost of replacement/repair estimates that exceed program guidelines for a particular class of repair or replacement.
30. Offeror must establish a process by which it assesses the cost effectiveness of each rehabilitation or reconstruction project undertaken to assist a household. For any residential rehabilitation or reconstruction program Offeror must assess the cost effectiveness of each proposed project undertaken to assist a household, including criteria for determining when the cost of the rehabilitation or reconstruction of the unit will not be cost-effective relative to other means of assisting the property-owner, including through buyout or acquisition of the property, or the construction of area-wide protective infrastructure, rather than individual building mitigation solutions designed to protect individual structures.
31. Offeror must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) in order to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
32. Offeror will provide an Information Technology System of record which meets all state Personally Identifiable Information ("PII") security standards and includes role based protections. All designated State personnel will have unfettered access to the system of record.
33. Offeror shall monitor, audit, and train its staff on the authorized sharing of sensitive data and the consequences of unauthorized use or sharing of such data.
34. Offeror must have a demonstrated ability to expand operations should additional funding be granted by HUD for CDBG-DR relief for the South Carolina Hurricane Matthew disaster.
35. Offeror will comply with all applicable project requirements set forth in 82 FR 5591 and 81 FR 83254.

Strategic Communications

General Description: Strategic communications are the internal and external relations with audiences at all levels, including national, state, local counties and municipalities, volunteer organizations, and most importantly, the individual citizens affected by Hurricane Matthew in October 2016. Internal communications refers to the audience of those whom are actively involved in recovery efforts, ensuring synchronization of efforts in a prioritized manner focused on recovering those most vulnerable first. Communications will, at all times, be customer-service focused. Additionally, communications are intentionally meant to be overt, keeping all informed on the latest in recovery efforts and adding an air of transparency to minimize impressions of the mis-utilization of funds or efforts.

As a minimum, the State expects the Offeror to execute the following missions as part of the overall contract as it relates to Strategic Communications:

1. Offeror will provide professional and responsive customer service through a variety of media. The Offeror will provide their metrics of a minimal acceptable level of customer service for each medium. The Offeror will provide their system and associated metrics for the minimal acceptable level of service for tracking, resolving, and analyzing complaints and/or issues.
2. Offeror will establish a public transparency website that provides citizen access to all aspects of the recovery within 90 days of contract award. The State reserves the right to approve and/or disapprove all content on the website. Please see <http://scstormrecovery.com/> and <https://www.scdr.sc.gov/>.
 - a) Offeror will provide all recovery financial documents on the public website accounting for all funds associated with the project.
 - b) Offeror will provide a project management tracking system on the public website accounting for all of the completed and ongoing recovery efforts.
 - c) The Offeror will provide a link on the website to each established Long Term Recovery Group (LTRG) within the state and provide updates as requested by the LTRG. This may include, but is not limited to, items such as meeting dates, locations, and key contact numbers.
 - d) The Offeror will provide a link on the website to each established VOAD performing work within the state and provide updates as requested by the VOAD. This may include, but is not limited to, items such as locations, resources available, and key contact information.
3. Offeror's strategic communications program will comply with the Fair Housing Act and will include outreach in furtherance of Fair Housing objectives.
4. The Offeror will maintain and document consistent communications with state and local governmental organizations to include the entities with whom the Offeror communicated; the frequency of engagement and communication medium; and, the information provided.
5. Offeror will, prior to the public use of any document, provide to the State for approval a copy of the proposed document. The Offeror will also provide to the State for approval any program document that Offeror seeks to utilize with program applicants.
6. The public website must use Wordpress™ as the content management system or a similar platform as approved by the State. The State owns the website and its content. If the Offeror maintains or operates the website during the recovery operation, the website will be turned over to the State at the conclusion of operations.

7. Offeror will provide a weekly update on their plan to communicate with the most vulnerable citizens, keep stakeholders informed of the program's progress, outbound communications, and status of the website.

Intake and Eligibility Operations

General Description: Offeror will provide customer service oriented intake and eligibility operations for the disaster housing assistance program to address the unmet needs of residents directly affected by Hurricane Matthew in October 2016. The Intake and Eligibility Operators will play an essential role in ensuring that delivery of assistance to program applicants is timely and responsive to customer needs, while ensuring and documenting eligibility, accountability and proper use of funds.

The State entity Palmetto Disaster Recovery is conducting Hurricane Matthew disaster case management pursuant to a separate grant from FEMA. In addition to serving citizen survivors in need of disaster case management, the State seeks to seamlessly transfer into the CDBG-DR program those clients of Palmetto Disaster Recovery who may be eligible for CDBG-DR housing relief. Because Palmetto Disaster Recovery has been operating since March 2017, it will be able to identify persons in need of housing relief. It is anticipated that Palmetto Disaster Recovery will be able to transfer the information for approximately 1000 un-prioritized citizens in need of housing relief. Because of the number of persons who will already have been identified as needing housing relief, the actual intake period will be 90 days. Offeror's system of record must be able to accept the State's Microsoft based Palmetto Disaster Recovery data regarding those disaster survivors who may be eligible for CDBG-DR housing benefits. The goal of the requirement to seamlessly transfer data is to shorten the overall time period for providing housing benefits to disaster survivors who qualify.

As a minimum, the State expects the Offeror to execute the following missions as part of the overall contract as it relates to Intake and Eligibility Operations:

1. Intake operations will begin within 45 days of the award of this contract unless otherwise agreed to by the State.
2. Intake operations will last 90 days for application acceptance.
3. The Offeror will provide Intake and Eligibility Operators who are capable of quickly and efficiently conducting application processing to include determination of program eligibility in accordance with all program requirements, ownership, FEMA, insurance and other payments, duplication of benefits, floodplain status, and other documentation as required.
4. The Offeror will ensure completed applications are entered into the appropriate Intake and Eligibility system and coordinated with other statewide Intake and Eligibility Operators.
5. The Offeror will ensure that an application can be securely initiated and completed via the public website.
6. The Offeror will ensure compliance with The Stafford Act.
7. The Offeror will ensure no duplication of benefits in accordance with HUD and federal and state policy.
8. The Offeror will prioritize applications according to established policy.
9. The Offeror must perform research to determine if an applicant's real property or manufactured housing unit is encumbered by a mortgage or lien.
10. The Offeror will work to ensure all citizens receive the appropriate amount granted by law, policy, or guidance.

11. The Offeror will provide timely, ongoing communication with each applicant regarding all aspects of the applicant's case, home repairs, reconstruction, replacement, or new construction, and keep the citizen fully aware of all expectations and construction timelines.
12. The Offeror will ensure a smooth and standards based information process flow system which enables efficient operations and will provide examples of how they intend to accomplish this mission within the proposal.
13. Offeror may be required to establish eligibility requirements for sub-grantees.
14. The Offeror will close out the applicant's file after final inspection and payment.

Intake Centers

General Description: Offeror will establish Intake Centers or mobile intake units (referred to as Intake Operations) in order to serve the applicants in a timely and customer service oriented manner. Intake Centers are the initial contact between the Offeror and applicant. It is vital that Intake Centers/operations are provided in each designated county in order to serve the most applicants in a responsive manner. Intake/Eligibility Operators will be housed in the Intake Centers and will talk directly with the applicant and families to determine their need in compliance with the Disaster Housing Assistance program. It is important for employees of the Intake centers to be friendly and knowledgeable in all aspects of the process. Lack of knowledge creates confusion and frustration so all employees must be trained to answer questions efficiently and effectively.

As a Minimum, the State expects the Offeror to execute the following missions as part of the overall contract as it relates to Intake Centers:

1. Offeror will establish one static intake operation center in Marion County, SC. The static intake center will be established within 45 days of contract award. The static intake center will remain open for at least 90 days. Ninety days for active application acceptance and a reasonable time thereafter for applicants to submit any required follow up documentation. During the intake period, the static intake center must be open weekdays and on Saturdays from 9 a.m. to 5 p.m. The Offeror must provide mobile intake units for the remaining counties served by the state Action Plan. The mobile intake center will require that the Offeror provide intake services at various sites determined by the State to best achieve intake in the remaining counties served under the State Action Plan for Hurricane Matthew. The State will determine when to close the static intake center based upon statistical proof that the center has accomplished its intended purpose. The Intake Center must be operational and staffed in a manner to reduce wait time and to accommodate working families. Although intake will stop after 90 days, please see #3 above under General Management which requires Offeror to maintain a physical presence in Marion County for the duration of the recovery operation since HUD specified that the vast majority of the recovery funding must be utilized in Marion County.
2. The Offeror must be granted approval from the State prior to closing any Intake Center.
3. The Offeror will provide a greeter/screener at each Intake Center to screen for basic eligibility and ensure the citizen has all of the required documentation to move to case management.
4. The Offeror will ensure exceptional customer service at Intake Centers. The State will not dictate the number of employees at each center but expects each citizen to be treated in a timely manner. Each Intake Center will be unique based upon the needs of the local area; however, the offeror will provide a metrics based customer service standard accounting for both time of transaction and overall number of customers expected to be served daily. These metrics will be presented to the State at the weekly Executive briefing.

5. The Offeror will provide an appointment system allowing for greater citizen predictability and less citizen wait time.
6. In extreme cases where mobile intake does not suffice, the Offeror's intake staff will travel to the home for those who have a valid appointment and are elderly, infirm, or do not have transportation to the intake Center. Additionally, the State is not opposed to an offeror outreach program which brings the case management system to the citizen. If a home visit is necessary, Offeror will always have two staff members attend the home visit.
7. Intake Centers must be ADA compliant.
8. The Offeror will ensure that citizens who are deemed eligible know the next step in the process, have clearly defined expectations, and a viable timeline. In compliance with this requirement, at a minimum, Offeror will provide client with an easily understandable written or graphic document that sets forth the preceding information.
9. The Offeror will ensure a bi-lingual (Spanish) capability and address language issues at all Intake Centers as well as during all follow up communications with citizens.
10. The Offeror will provide on-site staff who will ensure compliance with all aspects of the Fair Housing Act and conduct a program ensuring that populations that are least likely to apply are able to fully understand the program.

Construction Management

General Description: Provide quality and timely construction management services for disaster housing assistance, from all aspects of environmental compliance, damage assessments, and cost of repair estimates, to inspection and work write-ups, progress inspections and payments, through to final inspection, close-out/certificate of occupancy. It is the goal of the State to conduct "One Knock" inspections wherein the environmental assessment, damage assessment, and cost of repair assessment, will be undertaken during one visit to the applicant's home. The goal of the One Knock is to efficiently and effectively conduct the needed assessment with as little interruption to the applicant as possible. State program personnel may also attend the One Knock for compliance and monitoring purposes.

At a minimum, the State expects the Offeror to execute the following missions as part of the overall contract as it relates to Construction Management:

1. The Offeror must ensure all workers know and enforce housing policies (including mobile home, minimum standards, mold remediation, lead based paint, asbestos, floodplain etc.), and ensure compliance.
2. The Offeror must conduct initial inspection and analysis on each home to establish the home's relative value to determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. It is imperative that the Offeror provide complete and accurate damage assessments and cost of repair estimates so as to avoid and minimize change orders.
3. The Offeror must assess the cost effectiveness of each proposed project undertaken to assist a household, including criteria for determining when the cost of the rehabilitation or reconstruction of the unit will not be cost-effective relative to other means of assisting the property-owner, including through buyout or acquisition of the property, or the construction of area-wide protective infrastructure, rather than individual building mitigation solutions designed to protect individual structures.
4. The Offeror will bid out all construction contract or sub-contract work, will provide justification if the lowest bidder is not selected, and all bid documents will be made available to the State whether a bidder is selected or not.

5. The Offeror will secure bids or cost comparisons for each type of MHU or modular home that will be utilized in the program (for example 2 bedroom/2 bath, 3 bedroom/2 bath, or ADA compliant units). The bids or cost comparisons will be sought from at least two manufacturers (such as Clayton, Fleetwood or Oakwood, which preceding manufacturers are named only for an example). If the lowest cost manufacturer is not selected, the Offeror will provide its selection justification, and all bid or cost comparison documents will be made available to the State whether the bidder is selected or not.
6. The Offeror will ensure that all new MHUs installed as a part of this program are rated, at a minimum, for Wind Zone 2, and the MHU will be installed in compliance with the Wind Zone rating.
7. The Offeror must follow established process for all homes scheduled for demolition, and dispose of mobile homes and all demolition/construction debris in accordance with all local, state, and Federal guidelines, regulations, and ordinances.
8. The Offeror must conduct site reconnaissance in accordance with established policies and coordinate with eligible applicants a minimum of 72 hours in advance of arrival.
9. The Offeror must ensure all construction meets local and state building codes and established policies; must ensure that the work performed is of good and workmanlike quality; and, must conduct progress and final inspections and approve and make timely payments to subcontractors accordingly.
10. The Offeror is responsible for coordinating the timely move in/move out of applicants whose homes are being repaired or replaced so as to minimize the disruption to the applicant and minimize the amount of time the applicant is out of the home. The Offeror is also responsible for on-site storage units, if necessary, for the storage of an applicant's possessions during the time the applicant is displaced.
11. The Offeror must closely monitor all construction timelines and provide the State with weekly briefings.
12. The Offeror should be prepared to file program liens with the county in which the property is repaired; and, in the case of manufactured housing units, the filing of UCC statements with the S.C Secretary of State's office.
13. The Offeror should be prepared to handle title registration with the S.C. Dept. of Motor Vehicles for newly installed manufactured housing units and title retirement for manufactured housing units demolished as part of the program.
14. The Offeror must maintain all construction records documenting compliance from start up to file close-out.
15. The Offeror will conduct all environmental assessments, including but not limited to Tier 1 and Tier 2 assessments, lead based paint assessment, or asbestos containing materials assessments.
16. Offeror will provide, at a minimum, a weekly briefing to the state regarding the program intake, program construction progress, and program close out. The briefing will provide an update on program metrics as requested and established by the state.
17. As a part of the repair, rehabilitation or replacement analysis, the Offeror is expected to conduct 1300 cost of repair estimates (+/- 10%), so that the program has a sufficient number of potential projects to reach the program goal of 1050 homes and 20 rental units repaired, rehabilitated or replaced.
18. Offeror will comply with all construction standards, housing quality standards, and energy efficiency standards set forth in 82 FR 5591 and 81 FR 83254.

Training Program

General Description: The Offeror shall provide competent and adequately trained personnel with the qualifications, knowledge, skills and abilities to train all employees as well as all sub contracted employees, state government employees, and any other entity deemed by the State to undergo the training.

1. As a minimum, the State expects the Offeror to execute the following missions as part of the overall contract as it relates to Training.
2. The Offeror will provide initial and ongoing training to all employees as well as all sub contracted and state government employees on applicable state policies.
3. The Offeror will institute a testing program which ensures all attendees have a substantial understanding of the policy and can demonstrate understanding.
4. The Offeror will provide updated training on any policy changes to the workforce in a timely and efficient manner, and retain records of everyone who has attended the training.

Compliance /Audit/Close-Out/Disallowed Costs

General Description: This portion of the proposal must include the Offeror internal compliance plan, the plan for audit engagements during the contract period and after the contract period, the close out process for the program once contract period ends, and how disallowed costs are handled within this contract.

As a minimum, the State expects the Offeror to execute the following missions as part of the overall contract as it relates to Compliance /Audit/Close-Out/Disallowed Costs:

1. The Offeror must interact with the State's robust internal audit staff dedicated to this contract and program. The Offeror must allow the State's internal audit staff to review compliance reports and other internal documentation.
2. The Offeror must comply with the State's right to audit. The State has the right to audit all aspects of the recovery program, including but not limited to all aspects of intake, eligibility, contracting, sub-contracting, materials purchases, equipment purchases, labor or employment costs, and the purchase of ancillary services. The State has the right to request all documents in connection with this right to audit.
3. The Offeror, in compliance with the State's right to audit, must make all documents available to the State upon request. The documents include, but are not limited to all documents relating to intake, eligibility, contracting, sub-contracting, materials purchases, equipment purchases, labor or employment costs, and the purchase of ancillary services.
4. The Offeror must provide final grant close out procedures and a plan for the Offeror and the State to exchange all necessary grant, construction, case management and other programmatic files whether paper or electronic copies.
5. The Offeror must provide detailed information on how disallowed costs will be handled and addressed during the course of this contract.
6. Offeror will be responsible for reimbursing the State for any disallowed cost, related to intake, eligibility, or construction.
7. The Offeror must provide or make available the system of record for a period of 8 years following program close out.

Projected Implementation Outcomes Based Payment Schedule

Start-Up Tasks:

- Contractor established with a presence in South Carolina
- All program policies established and accepted by the State
- Contractor trained and certified up to 75 Contractor/State Employees
- Transparency website established and accepted by the State
- Strategic Communications Plan completed and accepted by the State
- Intake / Eligibility Operations Plan approved by the State
- Recurring Quarterly Responsibilities:
- Review/Update all program policies
- Contractor provides training and certification for all Contractor/State Employees
- Review/Update transparency website
- Review/Update Strategic Communications Plan
- Review/Update Intake / Eligibility Operations Plan

| QUARTER | Projected Implementation Outcomes Schedule |
|---|--|
| Start-Up September 2017 | Contractor established with a presence in South Carolina |
| | All program policies established and accepted by the State |
| | Contractor trained and certified up to 75 Contractor/State Employees |
| | Transparency website established and accepted by the State |
| | Strategic Communications Plan completed and accepted by the State |
| | Intake / Eligibility Operations Plan approved by the State |
| 4th Quarter Oct–Dec 2017 | 500 Eligible Intakes |
| | 10 Homes Complete |
| | All Provision Training Requirements Complete |
| | Recurring Quarterly Responsibilities Complete |
| 1st Quarter Jan– Mar 2018 | Intake / Eligibility Operations Complete With 1450 Eligible Intakes |
| | 90 Homes Complete |
| | Recurring Quarterly Responsibilities Complete |
| 2nd Quarter Mar – Jun 2018 | 190 Homes Complete |
| | Complete and Brief Internal Audit to the State |
| | Recurring Quarterly Responsibilities Complete |
| 3rd Quarter Jul – Sept 2018 | 190 Homes Complete |
| | Recurring Quarterly Responsibilities Complete |
| 4th Quarter Oct – Dec 2018 | 190 Homes Complete |
| | Recurring Quarterly Responsibilities Complete |
| 1st Quarter Jan - Mar 2019 | 190 Homes Complete |
| | Completed Internal Audit And Brief To The State |
| | Recurring Quarterly Responsibilities Complete |
| 2nd Quarter Apr – Jun 2019 | 190 Homes Complete |
| | Recurring Quarterly Responsibilities Complete |
| 3rd Quarter Jul – Sept 2019 | All Audit Findings Reconciled With State |
| | All Aspects Of Program Prepared For Closeout |
| 4th Quarter Oct – Dec 2019 | Warranty and Customer Service |
| | Recurring Quarterly Responsibilities Complete |
| 1st Quarter Jan – Mar 2020 | Warranty and Customer Service |
| | Recurring Quarterly Responsibilities complete |
| 2nd Quarter Apr – Jun 2020 | Warranty and Customer Service |
| | Recurring Quarterly Responsibilities Complete |
| 3rd Quarter Jul – Sept 2020 | Recurring Quarterly Responsibilities Complete |
| | Warranty Coverage and Customer Support |
| 4th Quarter Oct – Dec 2020 | Final Payment |

| Contractor Implementation Cost Outcome Measures – Payment Schedule | |
|--|--------|
| Completion of Startup Tasks | 3.0% |
| Program has completed 750 eligible Intakes | 3.0% |
| Program has completed 1100 eligible Intakes | 4.0% |
| Program has completed 1450 eligible Intakes | 4.0% |
| Program has closed intake process | 3.0% |
| 10 Houses Repaired, Rehabbed, or Replaced (R3) | 2.0% |
| Program has R3ed 50 Homes | 5.0% |
| Program has R3ed 175 Homes | 7.0% |
| Program has R3ed 350 Homes | 7.0% |
| Program has R3ed 525 Homes | 7.0% |
| Program has R3ed 700 Homes | 7.0% |
| Program has R3ed 875 Homes | 7.0% |
| Program has R3ed 1050 Homes | 7.0% |
| Program has Expended All Funds on Housing Assistance | *12.0% |
| If Offeror can R3 50 homes by 02/28/2018, then Offeror will paid 2% and the Expended All Funds on Housing Assistance benchmark percentage will be correspondingly reduced by 2% | *2.0% |
| If Offeror can R3 290 homes by 06/30/2018, then Offeror will paid 2% and the Expended All Funds on Housing Assistance benchmark percentage will be correspondingly reduced by 2% | *2.0% |
| If Offeror can R3 480 homes by 09/30/2018, then Offeror will paid 2% and the Expended All Funds on Housing Assistance benchmark percentage will be correspondingly reduced by 2% | *2.0% |
| If Offeror can R3 670 homes by 12/31/2018, then Offeror will paid 2% and the Expended All Funds on Housing Assistance benchmark percentage will be correspondingly reduced by 2% | *2.0% |
| Program has obligated 25% of program direct costs | 2.0% |
| Program has obligated 50% of program direct costs | 2.0% |
| Program has obligated 75% of program direct costs | 2.0% |
| Program expended 50% Rental Repair Program Funds | 1.0% |
| Program expended 100% Rental Repair Program Funds | 1.0% |
| Program has obligated all Rental Repair Program Funds | 1.0% |
| Warranty Coverage on 50% of R3 Homes Expires | 2.0% |
| Warranty Coverage on 100% of R3 Homes Expires | 2.0% |
| Program has expended 50% of grant award from HUD | 2.0% |
| Once 350 homes R3ed, if open complaints/issues with the State Oversight Team is less than 5% for all homes R3ed | 1.0% |
| Once 700 homes R3ed, if open complaints/issues with the State Oversight Team is less than 5% for all homes R3ed | 1.0% |
| Once all homes R3ed, if open complaints/issues with the State Oversight Team is less than 1% for all homes R3ed | 1.0% |
| Completion of Close Out Activities | 4.0% |
| *Percentages and measures may change as amendments to Action Plan are accepted by HUD. | |

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

The South Carolina Disaster Recovery Office
632 Rosewood Drive
Columbia, SC 29201;

and,

various construction project sites throughout the presidentially declared disaster counties;

and,

a location to be determined in Marion County.

[03-3030-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

[04-4005-1]

Technical Proposal

A total of seven (7) Technical proposals shall be submitted, to include the following:

- One (1) original, bound in a 3 ring binder or in a manner where it shall be easily integrated into the office file.
- Five (5) copies, affixed by staple, folder, comb, or other binding, which is slim, portable, and easily transported and stored with multiple proposals.
- One (1) copy on a flash drive or other USB device for proposals submitted in person. **NOTE: Offerors are STRONGLY ENCOURAGED to submit a redacted copy of their Technical Proposal on the flash drive. Otherwise, all information provided may be shared with others in subsequent Freedom of Information Act (FOIA) Requests. [Reference 04-4030-2]**

The technical proposal shall (preferably) be tabbed for easy access to each section; and arranged in the order below. For Sections 3-9 and in addition to the information requested below, the offeror must provide written, point-by-point narrative responses to each proposal requirement in Section III. Scope of Work/Specification. Each response shall clearly indicate whether the Offeror's proposal meets or exceeds the requirements of the RFP. Offerors shall explain in detail, the method used to meet each requirement. Offerors, in describing their approach, should demonstrate a clear understanding of the overall scope of the project, goals, objectives, and tasks/deliverables of the project:

Section 1 **Cover Page, Contact Information and Acknowledgement of Amendment(s)** – Include **P ages 1 & 2 of Amendment 3** document and a table of contents.

Section 2 **Introduction** – *Qualifications & Experience*

Provide information on background, experience, and qualifications of the company. Include a list of all firms for whom you have provided services of similar scope and service in the past five (5) years. Offerors must also clearly articulate the following qualifications:

- Ability to demonstrate full spectrum recovery operations encompassing (but not limited to) strategic communication, intake/eligibility operations, information technology (as evidence by a system of record), internal auditing and compliance, construction management, and program closeout operations.
- Demonstrated Capability with an established 'System of record' and adequate Information technology experience to accomplish the scope of work.
- Project management experience in full spectrum disaster recovery operations.
- Experience in finding and working eligibility cases for citizens who are of extremely low and low income in a rural disaster recovery operation.

- Section 3 General Management for all aspects of this project, including a comprehensive list of all subcontractors to be used at any stage of the project. *Project Strategies*
- Section 4 Strategic Communications *Project Strategies*
1. The Offeror will explain in detail how they intend to ensure the best customer service possible, including telephonic, print, multi-media, electronic and web-based mediums, and personal interaction. Additionally, the Offeror will address the LMI (low-moderate income) populations including, but not limited to, the non-English speakers, elderly, and illiterate.
 2. Offeror will explain how they will operate and maintain a public website, providing public transparency on progress and financial expenditures, pages for state approved Long Term Recovery Groups (LTRG) and VOADs, and links for Richland and Lexington counties as well as the City of Columbia.
 3. Offeror will explain how they intend to support effective communications with internal and external audiences at all levels of required engagements.
 4. The Offeror will describe how they intend to maintain consistent communications with state and local governmental organizations to include which entities, frequency of engagement via which communication medium, and their minimal amount of provided information.
- Section 5 Intake and Eligibility Operations *Project Strategies*
1. The Offeror will describe their Intake and Eligibility Operations system that will ensure high quality, responsive and timely customer service from application intake through file close-out.
 2. The Offeror will explain their method to document eligibility and no duplication of benefits.
 3. The Offeror will explain their method to provide quality control/checks and balances for eligibility and duplication of benefits.
 4. The Offeror will explain how they will coordinate with other state agencies, VOADs, and sub-contractors as deemed appropriate by the state.
- Section 6 Intake Centers *Project Strategies*
1. The Offeror will explain how they will set up the Intake Centers/Intake Operations in order to provide the best service for the applicants in a timely manner and in compliance with the Disaster Housing Assistance program.
 2. The Offeror will provide the number of Intake Centers to be open and in what counties.
 3. The Offeror will explain how the Intake Centers will be staffed and trained.
 4. The Offeror will explain how the Intake Centers will accommodate applicants with disabilities.

Section 7 Construction Management *Project Strategies*

Address how the offeror will:

1. Design a system to provide comprehensive construction management from initial inspection and eligibility to close-out of file.
2. Ensure construction is high quality. Ensure energy efficiency and resiliency where practicable and cost effective.

Section 8 Training Plan *Project Strategies*

1. The Offeror must describe how they will establish a training and testing program to ensure all trainees can demonstrate a sufficient understanding of policies, with proper documentation of completion.

Section 9 Compliance /Audit/Close-Out/Disallowed Costs Compliance Program *Project Strategies*

1. The Offeror must describe their compliance testing and oversight plan to ensure the program policies and procedures are being followed appropriately.
2. The Offeror must provide a plan related to external audits completed by federal and state agencies during the course of this contract and the audits to be conducted after the contract had ended.
3. It is anticipated that the State will have a robust internal audit staff dedicated to this contract and program. Provide detailed information of the interaction between Offeror's staff and this team and describe this team's ability to review compliance reports and other internal documentation.
4. Provide final grant close out procedures and a plan for the Offeror and the State to exchange all necessary grant, construction, Intake/Eligibility Operations and other programmatic files whether is paper or electronic copies.
5. Provide detailed information on how disallowed costs will be handled and addressed during the course of this contract.

Section 10 Customer Services Plan *Project Strategies*

The Offeror must provide a customer services plan outlining the strategies and methods for providing the best customer service throughout the term of the contract.

Section 11 Timeline *Project Strategies*

The Offeror must provide a detailed timeline for the contract. The timeline should include required tasks and durations for implementation, fulfillment, and close-out of all contract requirements.

Section 12 **Attachments** – Any (appropriate) attachments provided in this solicitation (ex: Minority Participation, Nonresident Tax Notice). Attachment A, References must be completed and returned in this section.

Price Proposal

Offeror is to provide a thorough and detailed presentation of all costs to be incurred for all services requested in the solicitation for the project.

These costs are to be broken into two components:

1. Contractor Implementation Cost

- a. The Contractor Implementation Cost should include all Offeror's cost associated with General Management, Strategic Communications, Intake and Eligibility Operations, Intake Centers, Construction Management, Environmental Reviews/Program, Training Program, and Offeror Compliance/Audit/Close-Out functions.
- b. The Contractor's implementation costs include all fees associated with public notice postings or publications, all fees associated with construction permitting or licensing, and all fees relating to program lien filings and UCC filings.
- c. Outline pricing for the contractor's cost to include a breakdown of your rates for General Management, Strategic Communications, Intake and Eligibility Operations, Intake Center, Construction Management, Environmental reviews/program, Training and Compliance/Audit/Close-Out Operations.
- d. This component of the cost will be paid to Offeror on a performance and outcome basis which is included in the Contractor Implementation Cost Outcome Measure Payment Schedule. Once the measure has been met and verified by state staff, a payment will be rendered according to the schedule. For example, once all Startup Tasks have been completed, then Offeror would be paid 3% of the Contractor Implementation

2. Program/Direct Cost

- a. The Program/Direct Costs include the actual construction costs to repair/replace/rehab eligible homes, delivery/setup/other costs associated with new Mobile and Modular home program, and other programs included in the State's Action Plan.
- b. This component of the cost will be paid in a timely manner once approved by state staff in accordance with program policies and procedures. In essence, these costs will be paid as incurred by the Offeror.
- c. Under no circumstance should the combined Contractor Implementation Cost and Program/Direct Cost exceed \$62,400,000.
- d. Based off of the Projected Implementation Outcomes Based Payment Schedule Offer must discuss its financial strength and capabilities of performing its responsibility as outlined in the schedule.

A total of two (2) Price proposals shall be submitted in the same box/enclosure as the Technical proposals.

- The hard copy Price proposal submission shall be sealed in a **separate envelope** labeled "Price Proposal" and shall include Page 1 of this solicitation and section VIII, Bid Schedule, of this solicitation document.
- A digital version of the Price proposal shall be submitted on the same device as the Technical proposal in a separate file.

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

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V.

Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

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

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

[04-4015-3]

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]

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]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, 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.] **Note: Because of the sensitive nature, Offerors may choose to withhold financials from the Proposal Document; and submit within 24 hours of request by Procurement Officer. Offerors choosing to submit this information as a part of their Proposals are strongly encouraged to cover the financials in their redacted versions of the offer.** (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]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

EVALUATION FACTORS -- PROPOSALS (JAN 2006)

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

There will be two (2) Parts to the Evaluation Process for this Proposal.

Each proposal received will be evaluated against the Part I - Proposal Evaluation Criteria indicated below which **does not** include a presentation. The evaluation criteria shall be worth up to 80 points total as follows:

Part I – Proposal Evaluation Criteria (80 Points Maximum):

- A. Project Strategy
- B. Qualifications and Experience
- C. Price Proposal

After the evaluation of the Part I, the scores will be totaled and ranked. In-Person Presentations may be requested from up to three (3) highest ranking offerors. Each of these Offerors shall provide a presentation only on the information provided in the original offer. Presentations shall be scored as follows:

Part II - Presentation Evaluation Criteria (20 Points Maximum):

- A. Project Strategy
- B. Qualifications and Experience

Upon completion of Part II evaluation, Parts I and II scores will be combined to determine the final ranking. Award shall be made to the highest ranked offer. Total points awarded for combined Parts I and II shall not exceed 100.

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 and 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 (FEB 2015)

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

NOTICE (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 and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment

address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

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]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

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

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

State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006)

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

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

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

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

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

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

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

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

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

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

CONFERENCE -- PRE-PERFORMANCE (JAN 2006)

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

[07-7B040-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B056-2]

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

[ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any offeror having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.]

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

(b) Coverage must include claims for:

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

(ii) privacy risks, including (A) failure to properly handle, manage, store, 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 -- GENERAL (JAN 2006)

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

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006)

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

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause);
or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

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

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

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

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

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

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

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

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

[07-7B075-1]

DISPOSAL OF PACKAGING (JAN 2006)

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

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

INDEMNIFICATION - THIRD PARTY CLAIMS

DISCLOSURE OF INFORMATION (FEB 2015) (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law. (b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or

threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction. (c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. (d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

INFORMATION SECURITY - DEFINITIONS (FEB 2015)

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

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

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

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

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

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

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

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

Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

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

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

INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

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

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

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

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

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

Voice means all oral information regardless of transmission protocol.

(b) *Safeguarding Information.* Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

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

(1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

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

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

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

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

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

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

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

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

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

(e) *Other contractual requirements regarding the safeguarding of information*. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

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

INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

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

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

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

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

(e) *Rights, Disclosure and Use*. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before

disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

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

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

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

(i) Survival & Remedy. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable:

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

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

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

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

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

LICENSES AND PERMITS (JAN 2006)

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

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

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

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price

adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

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]

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 three (3) years from the effective date with two (2) one year renewal options. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

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

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or

invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

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

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

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

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

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]

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]

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

Price Proposal:

1. The Program/Direct Costs include the actual construction costs to repair/replace/rehab eligible homes, delivery/setup/other costs associated with new Mobile and Modular home program, and other programs included in the State's Action Plan.
2. This component of the cost will be paid in a timely manner once approved by state staff in accordance with program policies and procedures. In essence, these costs will be paid as incurred by the Offeror.
3. Under no circumstance should the combined Contractor Implementation Cost and Program/Direct Cost exceed \$62,400,000.
4. Based off of the Projected Implementation Outcomes Based Payment Schedule Offer must discuss its financial strength and capabilities of performing its responsibility as outlined in the schedule.

A total of two (2) Price proposals shall be submitted in the same box/enclosure as the Technical proposals.

- The hard copy Price proposal submission shall be sealed in a separate envelope labeled "Price Proposal" and shall include Page 1 of this solicitation and section VIII, Bid Schedule, of this solicitation document.
- A digital version of the Price proposal shall be submitted on the same device as the Technical proposal in a separate file.

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- A. Demonstration Presentation Script
- B. References
- C. Nonresident Tax Notice
- D. Checklist
- E. Service Provider Questionnaire
- F. Amendment Change Outline

Demonstration Presentation Script

**Department of Commerce Full Spectrum Disaster Recovery Operations to Implement the State's
Community Development Block Grant-Disaster Recovery (also referred to as the CDBG-DR)
Action Plan**

Company Name: **XXXXXX**

Presentation Time: **Assigned Time Line**

The overall demonstration is limited to two hours. Prospective offeror(s) are expected to address all the requirements, and needs stated in the Guidance for Live (In-Person) Presentations provided. There will be 30 minutes allocated during each presentation session for any questions from the evaluation committee.

The live presentation should be conducted in a comprehensive and straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal and the requirements have been understood.

Presentation (2) hours

The Offeror must address the following points during the presentation:

A. Presentation of Proposal

1. **Introduction of personnel, their backgrounds and their proposed roles on the Project.** This should also include identification of any subcontractors or other resources to be used on the account.

Provide an overview of your Project Team's expertise in managing full spectrum recovery operations and those of the partners or subcontractors or other resources that may be used to meet the needs of the client. Overview to encompass (but not limited to) the following:

- Strategic Communication
- Intake/Eligibility Operations
- Information Technology and System of Record
- Internal Auditing and Compliance
- Construction Management
- Program Closeout

2. Presentation assignment: **The Next Three Years**

- i. Describe the strategic approach you would recommend for implementation of the

overall recovery operations.

- ii. Discuss the methodology and review the work plan/timeline that demonstrates a full understanding of the services required, as outlined in the solicitation.
- iii. Discuss the detailed outline/timeline of the proposed plan for the first, second and third year of the contract.

B. Previous Experiences/Best Business Practices

1. **Describe how you define the ideal client-Contractor relationship.** This segment should include a look at the personality and culture of the Project Team, and what it's like to work with your team.
2. **Review samples of previous work with similar projects** that demonstrates your team's experience in the approach and execution of managing full spectrum recovery operations.
3. **Address any other elements of the process and working with your team** that would be valuable to our working relationship and to the overall success of the program.

**Attachment B
References**

In the space below, please provide contact information for at least three (3) references in which you provided services of a similar scope:

Reference 1

Name of Organization _____
Point of Contact _____
Telephone _____
E-mail _____

Reference 2

Name of Organization _____
Point of Contact _____
Telephone _____
E-mail _____

Reference 3

Name of Organization _____
Point of Contact _____
Telephone _____
E-mail _____

Reference 4

Name of Organization _____
Point of Contact _____
Telephone _____
E-mail _____

Reference 5

Name of Organization _____
Point of Contact _____
Telephone _____
E-mail _____

Attachment C

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <http://www.sctax.org/forms/withholding/i-312-form>

[09-9005-2]

Attachment D
OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

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

- ✓ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- ✓ REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE SOLICITATION'S MANDATORY REQUIREMENTS.
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- ✓ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- ✓ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR 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-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

Attachment E
SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

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

1. Describe your policies and procedures that ensure access to government information is limited to only those of your employees and contractors who require access to perform your proposed services.
2. Describe your disaster recovery and business continuity plans.
3. What safeguards and practices do you have in place to vet your employees and contractors who will have access to government information?
4. Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub -contractors.
5. List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all government information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the state with most recent and future versions of the applicable compliance certificate / audit report?
6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed or maintained.
7. Will government information be encrypted at rest? Will government information be encrypted when transmitted? Will government information be encrypted during data backups, and on backup media? Please elaborate.
8. Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of government information.
9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?

10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?
11. Describe your incident response policies and practices.
12. Identify any third party which will host or have access to government information.

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

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

By: _____ (authorized signature)

Its: _____ (printed name of person signing above)

(title of person signing above)

Date: _____

ATTACHMENT F

AMENDMENT CHANGES OUTLINE

Changes to Hurricane Matthew RFP as a result of grant of additional funds and reassessment of construction numbers/goals

| RFP Page Number | FROM | TO |
|--|--|---|
| Pg. 6, Maximum Contract Period-Estimated | Start date: 07/01/2017 End date: 06/30/2022 | Start date: 07/13/2017 End date: 07/12/2022 |
| Pg.18, B. Live Presentation Requirements | June 12 - June 14, 2017 | June 23, 2017 or June 26, 2017 |
| Pg. 19, 1st paragraph | The recovery is funded by a U.S. Dept. of Housing and Urban Development (“HUD”) Community Development Block Grant – Disaster Recovery (“CDBG-DR”). | The recovery is funded by a U.S. Dept. of Housing and Urban Development (“HUD”) Community Development Block Grant – Disaster Recovery (“CDBG-DR”) and other grants and donations received by the program. |
| Pg. 20, 3d paragraph | R3 826 damaged homes | R3 1050 damaged homes |
| Pg. 20, 3d paragraph | R3 661 homes in Marion | R3 840 homes in Marion |
| Pg. 27, #17 | expected to conduct 1050 cost of repair estimates | expected to conduct 1300 cost of repair estimates |
| Pg. 28, #17 carryover | to reach program goal of 826 homes | to reach program goal of 1050 homes |
| Pg. 31, Projected Schedule, 1st Quarter 2018 | Intake complete with 1250 eligible intakes | Intake complete with 1450 eligible intakes |
| Pg. 31, Projected Schedule, 2nd Quarter 2018 | 125 homes complete | another 190 homes complete |
| Pg.31, Projected Schedule, 3rd Quarter 2018 | 125 homes complete | another 190 homes complete |

| RFP Page Number | FROM | TO |
|--|--|--|
| Pg. 31, Projected Schedule, 4th Quarter 2018 | 125 homes complete | another 190 homes complete |
| Pg. 31, Projected Schedule, 1st Quarter 2019 | 125 homes complete | another 190 homes complete |
| Pg. 31, Projected Schedule, 2nd Quarter 2019 | 125 homes complete | another 190 homes complete |
| Pg. 32, Contractor Payment Schedule – Intake Pay Metrics | Payments at intake completion benchmarks at 600, 800, 1200 | Payments at intake completion benchmarks at 750, 1100, 1450 percentages stay the same |
| Pg.32, Contractor Payment Schedule – R3 pay metrics | Payments at R3 benchmarks of 10, 50, 100, 225, 375, 525, 675, and 825 | Payments at R3 benchmarks of 10, 50, 175, 350, 525, 700, 875, 1050 percentages stay the same |
| Pg.32, Contractor Payment Schedule – date driven metric | If R3 by (date) then can get 2% benchmarks at 50, 225, 375, 525 | If R3 by (date) then can get 2% benchmarks at 50, 290, 480, 670 (% stays the same) |
| Pg. 32 Contractor Payment Schedule – warranty metric | # of open warranty claims at less than 5%, pay benchmarks at 300 and 575 homes completed | # of open warranty claims at less than 5%, pay benchmarks at 350 and 700 homes completed |
| Pg. 37, #2(c) Implementation and Direct Costs not to exceed figure | \$60,500,000 | \$62,400,000 |
| Pg.60, Term of Contract-Effective Date/Initial Contract Period (JAN 2006) | | Added Clause |
| Pg. 63, #3 Implementation and Direct Costs not to exceed figure | \$60,500,000 | \$62,400,000 |