	State of South Carolina Request for Proposal	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	5400016870 December 21, 2018 Kristen Hutto (803) 737-7685 khutto@mmo.sc.gov SFAA, Office of State Procurement 1201 Main Street, Suite 600 Columbia SC 29201

DESCRIPTION: **Cloud Computing Services**

USING GOVERNMENTAL UNIT: **Division of Technology Operations Shared Services Contract**

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

SUBMIT OFFER BY (Opening Date/Time): **01/25/2019 11:00:00** *(See "Deadline For Submission Of Offer" provision)*

QUESTIONS MUST BE RECEIVED BY: **01/11/2019 11:00:00** *(See "Questions from Offerors" provision)*

NUMBER OF COPIES TO BE SUBMITTED: **ONLINE SUBMISSION** *(See "On-line Bidding Instructions" provision)*

- **See "Submitting a Paper Offer or Modification" provision in Section IIA**
- **If submitting confidential information, include a separate redacted copy with your on-line submission marked "REDACTED".** *(See provisions "Submitting Redacted Offers" in Section IV & "Submitting Confidential Information" in Section IIA)*

(Initial here if NO redacted copy is necessary _____)

CONFERENCE TYPE: **Pre-Proposal Conference** DATE & TIME: **01/07/2019 14:00:00** (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **1201 Main Street, Suite 600, Columbia, SC 29201**

AWARD & AMENDMENTS	Award will be posted on **03/15/2019**. 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 one hundred eighty (180) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

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

___ Sole Proprietorship ___ Partnership ___ Other_____

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

PAGE TWO

(Return Page Two with Your Offer)

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

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

ACKNOWLEDGMENT OF AMENDMENTS

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

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

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

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I. SCOPE OF SOLICITATION

The Office of State Procurement (OSP) is seeking proposals from qualified offerors to establish a Division of Technology Operations Shared Services Contract for Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) cloud services in both government-only cloud and public cloud service models. In 2018 S.C. Act No. 264, Part 1B, Section 117.119, the State's legislature instructed more than 70 state government agencies and departments to make use of the Division of Technology Operations' (DTO) shared services as they become available. Cloud services as described in this procurement will constitute one of DTO's shared service offerings.

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]

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start Date: 03/01/2019
End Date: 02/28/2024

The Maximum Contract Period is comprised of a three-year initial term with two optional renewal terms of one year each.

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".

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED)

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.
CLOUD PROVIDER means the designated service provider identified by the Contractor in its Offer that delivers the cloud computing services which Contractor affirms meet all requirements outlined herein.
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.
SHARED SERVICE AGENCY or SSA means any South Carolina Public Procurement Unit that is (a) governed by the requirements of 2018 S.C. Act No. 264, Part 1B, Section 117.119; (b) has not been granted an exemption as provided therein; and (c) that consumes cloud services as a DTO shared service pursuant to the contract resulting from this solicitation. The phrase “Shared Service Agency” also means the General Assembly of the State of South Carolina, the South Carolina Judicial Department, or any unit thereof, that consumes cloud services as a DTO shared service pursuant to the contract resulting from this solicitation. Agencies covered under the act above are listed in Appendix H.
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 or **UGU** means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Division of Technology Operations Shared Services Contract," the phrase "Using Governmental Unit" means the Division of Technology Operations (DTO), a division of the South Carolina Department of Administration.
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]

PROPOSAL AS OFFER TO CONTRACT (MODIFIED)

By submitting Your Proposal, You are offering to enter into a contract with the Using Governmental Unit. 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.

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 non-responsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

The South Carolina Regulations are available at:
http://www.scstatehouse.gov/coderegs/statmast.php

[02-2A040-2]

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

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775,

prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (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 (MODIFIED)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing utilizing Appendix J format. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than the date 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].

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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the

government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/planandprepare/disasters/severe-winter-weather
[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (MODIFIED)

(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 or Job Order 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 or Job Order 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 or Job Order 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 or Job Order 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), or Job Order Request, 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 or Job Order 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.)

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: **01/7/2018 2:00 pm**
Location of Pre-Bid/Proposal Conference: **1201 Main Street, Suite 600, Columbia, SC 29201**

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) (MODIFIED)

(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 pricing proposal.

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.

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]

ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MODIFIED)

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

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

(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.

If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

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

PROTEST - CPO - ITMO ADDRESS (MODIFIED)

Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing
(a) by email to protest-itmo@itmo.sc.gov or,
(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

III. SCOPE OF WORK/SPECIFICATIONS

1. INTRODUCTION

The Department of Administration's (Admin) Division of Technology (DTO) is seeking reliable off-premise cloud computing services from qualified Cloud Service Providers as it pursues a cloud strategy providing secure, reliable, agile, and cost-effective cloud enabling capabilities to the State. Simultaneously, DTO seeks to improve its data security posture, limit risk, and mitigate vulnerabilities. Through this solicitation, DTO plans to provide various solutions delivering the greatest long-term benefit for the State. The selected cloud solutions will be offered as shared services to State agencies by leveraging services from the Contractor.

2. SHARED SERVICES OVERVIEW

The Division of Technology Operations (DTO) will have primary responsibility for administering the contract for the State. This procurement sets forth the roles and responsibilities of the Contractor and the DTO for all cloud services provided under contracts awarded pursuant to this solicitation. DTO and other SSAs will be prohibited from using this Contract for any purpose other than for the cloud services discussed herein.

The contracts awarded pursuant to this solicitation will be used by DTO to provide the cloud services sought in this procurement as shared services to agencies falling under 2018 S.C. Act No. 264, Part 1B, Section 117.119. Agencies with a demonstrated business requirement who desire to obtain cloud services must do so through DTO using this contract. The Contractor's designated Cloud Provider facilities shall serve as the cloud services sites for all engagements under this contract.

3. CLOUD COMPUTING SERVICES

Cloud Computing represents a broad set of infrastructure services such as computing power, storage options, networking and databases that are delivered as a utility; on-demand for businesses and public sector. Services are provided to develop and scale new applications or run existing applications in the cloud. Further, a set of management tools may be provided to include computing, data analytics and machine learning.

This procurement adopts the National Institute of Standards and Technology (NIST) Cloud Computing model and definitions outlined in NIST Special Publication 800-145 (see: https://csrc.nist.gov/publications/detail/sp/800-145/final). Cloud Computing enables ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. The NIST Cloud Computing model is composed of five essential characteristics, three service models, and four deployment models. The State seeks Cloud Computing services with all five essential characteristics (reiterated below), to include two of the NIST service models, Infrastructure as a Service and Platform as a Service, and three of the NIST deployment models, Community Cloud, Public Cloud, and Hybrid Cloud.

4. ESSENTIAL CHARACTERISTICS

Characteristic	Description/Definition
● On-demand Self-Service	A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.
● Broad Network Access	Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).
● Resource Pooling	The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location

	independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.
● Rapid Elasticity	Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.
● Measured Service	Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

5. IN-SCOPE NIST DEPLOYMENT MODEL DEFINITIONS

5.1. **Infrastructure as a Service (IaaS)**: is the capability provided to the consumer (UGU or SSA) to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer (UGU or SSA) does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls)

5.2. **Platform as a Service (PaaS)**: is the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

6. IN-SCOPE NIST SERVICE MODELS DEFINITIONS

6.1. **Community cloud**. The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises. For the purposes of this procurement, Contractor must be able to provide a Government-Only cloud with a valid, in force, FedRAMP High certification. We anticipate issuing a separate solicitation at a later date for FedRAMP Medium certified Government-Only community cloud services.

6.2. **Public cloud**. The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

7. IN-SCOPE CLOUD SERVICES

7.1. **IaaS Categories**

- 7.1.1. Computer/Infrastructure Services
  - 7.1.1.1. Operating systems
  - 7.1.1.2. Hypervisors
- 7.1.2. High Availability / Failover
- 7.1.3. GIS
- 7.1.4. Storage
  - 7.1.4.1. File
  - 7.1.4.2. Block
  - 7.1.4.3. Object

7.1.4.4. Archive
7.1.4.5. Cache
7.1.4.6. Content Delivery Networks (CDN)
7.1.4.7. Litigation Hold
7.1.5. Network
7.1.5.1. Virtual network
7.1.5.2. Load balancer
7.1.5.3. DNS
7.1.5.4. Gateway (e.g. VPN or Application)
7.1.5.5. Firewall
7.1.5.6. Traffic manager
7.1.5.7. Direct link
7.1.6. PC/Desktop "aaS"
7.1.7. Security
7.1.7.1. Identity & Access Management
7.1.7.2. Encryption
7.1.7.3. Data Loss Prevention (DLP)
7.1.7.4. Web Security
7.1.7.5. Email Security
7.1.7.6. Network Security
7.1.7.7. Security Information and Event Management (SIEM)
7.1.7.8. Intrusion Management
7.1.7.9. DDOS Monitoring / Management
7.1.8. Other (identify additional sub-categories and provide a description of each)

7.2. <u>PaaS Categories</u>
7.2.1. Analytics
7.2.1.1. Hadoop
7.2.1.2. Business Intelligence
7.2.1.3. Data Warehouse
7.2.2. Database
7.2.2.1. Relational
7.2.2.2. NoSQL
7.2.3. Development, Testing and Deployment
7.2.3.1. Containers
7.2.3.2. Services and APIs
7.2.3.3. Mobile
7.2.3.4. Internet of Things
7.2.3.5. Tools
7.2.3.6. Runtime environments
7.2.4. Electronic Records Management
7.2.5. E-Discovery
7.2.6. GIS
7.2.7. Integration (iPaaS)
7.2.8. Open Source
7.2.9. Other (identify additional subcategories and provide a description of each)

8. CLOUD SERVICE REQUIREMENTS

The Contractor's designated Cloud Provider's cloud services must have the following features/elements:

8.1. The State maintains, transmits, stores, processes, and accesses significant data that fall under Federal and/or State security and privacy compliance standards. Many of these compliance standards are matters of law. The Contractor must be able to meet all State and Federal compliance requirements. Some of these requirements are in addition to those in the FedRAMP High certification. Therefore, Contractor must provide the necessary security technologies, controls, policies, and procedures as required by these standards. When compliance standards are in conflict, Contractors must adopt the more stringent requirement. The State and Federal compliance requirements include, but are not limited to:
8.1.1. NIST Special Publication 800-53 (current version is revision 4)
8.1.2. Internal Revenue Service (IRS) Publication 1075
8.1.3. Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy (current version is Version 5.7)

8.1.4. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
8.1.5. Minimum Acceptable Risk Standards for Exchanges (MARS-E) (current version is Version 2.0)
8.1.6. Payment Card Industry (PCI)

8.2. Must have both FedRAMP High certified IaaS and PaaS government-only community cloud services and Public Cloud IaaS and PaaS environments available at the UGU's election

8.3. Must provide a user self-service interface for provisioning and deploying of cloud-based computing, networking, and storage services, including provisioning of pre-configured machine images, and for de-provisioning and removing any deployed service from the cloud service

8.4. Must provide a user self-service interface for DTO to monitor performance, track budgets, including spend reports, cost planning and projections, and for setting limits based on cloud service usage

8.4.1. Performance monitoring and reporting will include automated notifications and alerts where appropriate
8.4.2. Must provide reports that chronicle usage for all aspects of each billable service offered by the Contractor This information must be produced for individual accounts within a SSA, at the SSA level for each SSA, and rolled up to the State (Enterprise) level for DTO
8.4.3. Must provide reports showing service consumption by service across SSAs and at the State (Enterprise) level.

8.5. Must provide an application program interface (API) with access to service usage, actual costs, and the ability to set budget limits with notifications for individual accounts and across the enterprise

8.6. Provisioning a new account, user, or service offering, or deploying said offerings within the State's cloud, both in the government-only and in the public use cloud environments, must have comparable performance with the Cloud Provider's publicly-available commercial offerings

8.7. Must provide an API for both the IaaS and PaaS offerings that can create, read, update, and delete resources as identified below. All areas of the API must be accessible to all agency users providing they have the proper access control authorization. The API must provide, at a minimum, the following:

8.7.1. Identity and access management, including sub-organization account creation and management, token-based and time-limited federated authentication, role-based access control configuration;
8.7.2. Provisioning and management of network configuration, compute instances, data and object storage including database management systems, and tools for scaling applications such as load balancing;
8.7.3. Storage object lifecycle management;
8.7.4. Reading usage data and alerts for compute, storage, and network utilization; and
8.7.5. Reading billing data, including by service, account, and across the entire organization.

8.8. Must offer structured data solutions that include both traditional relational databases and recent alternatives in noSQL approaches

8.9. New cloud service offerings, updates, and/or modifications to existing offerings and services that the Cloud Provider makes commercially available must be available to the state immediately upon approval

8.10. The State must have a mechanism for activating and deactivating on-demand any cloud service offering for the entire enterprise, an individual account, or any number of accounts

8.11. Provide dynamic scalability and resiliency through industry standard mechanisms, including the ability for users to create system configurations, either manually or through APIs, to provide automated redundancy of storage, networking and computing systems in the case of catastrophic loss

8.12. Must possess existing data center locations within the Continental United States in no fewer than three geographic regions (independent geographic areas that consist of availability zones) with a minimum of two availability zones (a deployment area for cloud resources within a region; each availability zone is isolated, but the availability zones in a region are connected through low-latency links) per geographic region. Each region must be capable of automated failover of computing, network and storage services to the other regions. Geographic dispersion of all regions must be such that no more than two geographical regions can be impacted by the same event

8.13. Must have an online marketplace within the cloud environment that supports end users deploying service offerings both native to the Cloud Provider and from third party vendors

8.14. Must be able to support the deployment of platforms and software where the State already possesses a license using a "Bring Your Own License" approach

8.15. Must support security scanning of new and existing services being offered

8.16. Must include a rapid notification method to alert SSA using any marketplace service when a suspected vulnerability or compromise of any SSA's cloud services has been discovered. DTO must likewise be notified

8.17. Must provide redundant distributed points of presence available within the Continental United States

8.18. Must provide automated information security and access control tools with the attributes described below

8.18.1. Auditability of both the physical location and logical isolation of any hosted service to ensure compliance with security policy
8.18.2. Automated breach identification
8.18.3. Self-service and automated tools for handling data spills of classified or other controlled information
8.18.4. Ability to securely delete data in both unclassified and classified environments

8.18.5. Self-service tools to access data and analysis generated by threat detection systems
8.18.6. Ability to provide notifications and findings to system owners
8.18.7. Ability to enable and disable services and restrict parameters within service configurations in a manner that is easy to use by most users
8.18.8. Highly granular attribute and/or role-based access control configuration and ability to assign permissions to roles in accordance with technical policies
8.18.9. Object and resource access control management, including data and resource tagging for billing tracking, access control, and technical policy management
8.18.10. Token-based and time-limited federated authentication allowing a person to assume a role within the cloud environment

8.19. Provide the ability to model potential workloads to determine cost of services prior to initiating them
8.20. Provide services to migrate workloads to and from the State's virtualized environments which currently are highly concentrated in VMware and HyperV environments though some other virtual platforms also exist
8.21. Must provide a customizable management portal integrating with various authentication sources
8.22. Must provide seamless single sign-on with state solutions
8.23. Must provide a means of directly connecting their cloud environments to the State's network providers. This is sometimes termed a "peer" connection. Such connections must provide advanced capabilities for direct data transfer to/from the cloud provider

9. CONTRACTOR REQUIREMENTS

The Contractor must accommodate the following requirements for their designated Cloud Provider:

9.1. Contractor must have direct relationship with their designated Cloud Provider
9.2. Contractor must be an authorized reseller of their designated Cloud Provider
9.3. Contractor must provide the PaaS and IaaS Service Models in both the government-only cloud and in the public cloud directly from designated Cloud Provider. They may not subcontract the fundamental service model nor the deployment model to a third-party.
9.4. Contractor must be able to provide both government-only community cloud services that have achieved a FedRAMP High authorization and public cloud services directly from designated Cloud Provider to the State in accordance with the requirements of this solicitation
9.5. Contractors must be able to offer both IaaS and PaaS deployment models of their designated Cloud Provider to include all categories outlined in Paragraph 7, "In-Scope Cloud Services" above
9.6. Contractor must work with third parties identified by DTO to facilitate the acquisition of Cloud Provider services process
9.7. For the government-cloud service model, Contractor must ensure that no residual data categorized as "Restricted" exists on all storage devices decommissioned and disposed of, reused in an environment not governed by the State's agreement, or transferred to a third party. Contractor must ensure Restricted data is irretrievable from decommissioned devices by sanitizing them in accordance with NSA/CSS Storage Device Declassification Manual 9-12 (see: https://www.nsa.gov/Portals/70/documents/resources/everyone/media-destruction/storage-device-declassification-manual.pdf).
9.8. Contractor shall provide its services to the State and its SSAs solely from data centers located within the continental United States. Storage of the State's data at rest shall be located exclusively in data centers within the continental United States. The Contractor shall not allow its personnel or contractors to store the State's data on portable devices, including personal computers, except for devices that are used and permanently kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access the State's data remotely only as required to provide technical support and only as provided for in regulations and statutes governing access to the State's data. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model for the public cloud service model. Support for data residing in the government-only cloud must come from within the continental United States at all times.
9.9. Contractor access to information or systems categorized as Restricted will not be permitted until appropriate access controls are implemented. Appropriate access controls will be determined by the state at the beginning of the contract period. Access to and use of any State systems or data shall be restricted to those employees and persons within the Contractor's organization with a need to use the information or access to perform their obligations under this contract as a part of their regular job duties. Any access that is available to the contractor because of its performance of this contract shall not be retained beyond the end of the term of the contract without express written consent.
9.10. Contractor shall ensure hard drive and network encryption consistent with validated cryptography standards as referenced in FIPS 140-2 Security Requirements for Cryptographic Modules is implemented and maintained for all personal data and for all data categorized as "Restricted" by the State.

9.11. Contractor must provide a file storage service for use with server instances that provides a file system interface, file system access semantics (such as strong consistency and file locking), and concurrently-accessible storage for up to thousands of instances.

10. CONTRACTOR PERSONNEL

10.1. Personnel Required Qualifications

10.1.1. Contractor(s) personnel who will have physical and/or virtual access to information or to systems categorized as "Restricted" must submit to a fingerprint-linked background investigation prior to having any access to those systems or data.

10.1.2. Contractor(s) must comply with and pass the State's pre-employment screening standards including CJIS and IRS background investigations, required training, and annual re-certification for all employees, non-employee workers, consultants, temporary workers and other persons who potentially have access to the State's government-only environment and/or data whether physical or logical.

10.1.3. All Contractor personnel providing services to the State are responsible for protecting their access privileges and for maintaining the confidentiality and proper use of the State's data in accordance with State and Federal data protection policies. Personnel will not disclose or distribute data in any medium, except as required by responsibilities under the contract.

10.2. Contractor Personnel Additions and Replacements

10.2.1. Changes in personnel with access to the State's systems or data must be communicated to the State's designated point of contact before access to such systems or data is permitted. The state reserves the right to monitor, audit, and revoke access to all data and systems owned or operated by the State (including third-party hosting relationships). The State will notify the contractor if any revocation is required.

10.2.2. Whenever Contractor personnel are terminated or leave the Contractors employment, the Contractor must replace these personnel with personnel possessing equivalent or greater skill sets to those individuals being replaced. The Contractor shall identify these replacement resources within five calendar days, and it must furnish résumés to the DTO for subsequent approval and staffing services.

10.2.3. **At NO time may the Contractor use off-shore resources to support the State's environment or interact with the State's data.**

11. ORDERING, REPORTING, AND ACCOUNTABILITY

11.1. An ordering, reporting, and accountability mechanism will be in place to approve and monitor any future SSA organization participation.

11.2. DTO and Contractor will work together to create a list of designated Cloud Provider cloud services SKUs (hereafter referred to as "Selected Services List") that are anticipated to be the most frequently used services. For each service on the Selected Service List, DTO and Contractor will establish the exact security requirements, service levels, terms and conditions, etc. that at minimum (a) meet the baseline requirements and terms and conditions of this solicitation; and (b) DTO has determined appropriate and acceptable prior to SSA consumption. DTO may order up to $5,000,000 annually in aggregate from all awarded Contractors collectively on behalf of SSAs.

11.3. If there is a specialized workload that requires services not on the Selected Services List, DTO must utilize the Job Order Process outlined in Section VIIB of this solicitation to obtain services.

11.4. Contractor shall not engage in adding or providing any services covered under this contract without DTO involvement and approval.

11.5. DTO will manage all use of this contract for the State's covered SSAs.

11.6. All Statements of Work, service engagements, billing, and payments will be exclusively between DTO and the Contractor.

11.7. SSAs will consume services in this procurement as a DTO shared service and will be billed by DTO for their usage based on Contractor reporting and billing to DTO.

12. SECURITY

12.1. Contractor shall provide a security environment its government-only cloud that is FedRAMP High compliant throughout the length of the contract. Individual SSAs may have additional security requirements for Restricted data they wish to place in the government-only cloud. In such cases, the Contractor will have to provide evidence that all requirements are met. SSA data may fall under one or more of the following security regiments, Internal Revenue Service Publication 1075, HIPAA, CJIS, MARS-E, South Carolina ITEC 7230 and 7320(a), PCI-DSS, NIST Special Publication 800 series security framework, and the State's own SCDIS-200 framework. The State is audited against many of these security standards, so the Contractor shall participate in, and support these audits.

12.2. Contractor will provide to DTO, upon request, reports of security assessments or audits of Contractor's site(s) where state data is housed to ensure compliance.

12.3. Contractor must provide NDA for SSA and/or UGU signature where such is required due to the privacy and security classification of the data, and/or as a consequence of the regulatory compliance obligations of the UGU and/or SSA.

13. OUT OF SCOPE

The following services are outside the scope of this RFP and are not eligible for procurement under this Contract:

13.1. Software as a Service (SaaS)
13.2. Disaster Recovery as a Service (DRaaS)
13.3. Co-location Services

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the UGU in its purchase order. [03-3015-1]

DELIVERY DATE -- PURCHASE ORDER

All items shall be delivered as specified in the purchase order.

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (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**
- **Price Proposal**

CONTENT AND FORMAT OF PROPOSAL

The items listed below represent the order of and the minimum sections and the information to be included in the proposal. Your offer should include enough detail from the outline below to demonstrate an understanding of the current environment and scope of the project. If your proposal includes any comment over and above the specific information requested below, you are to include this information as a separate appendix to your proposal. Sample materials, large drawings, or display pieces should be referenced in the appropriate section and labeled accordingly. ***The proposals shall be organized in the order specified in this solicitation. A proposal that is not organized in this manner risks elimination from consideration if the State is unable to find where the solicitation requirements are specifically addressed. Failure to provide information required by this RFP may result in rejection of the proposal.*** **Offers which impose conditions that modify requirements of the Solicitation may be rejected (Reference "RESPONSIVENESS/IMPROPER OFFERS" clause).**

EACH OFFER MUST DESIGNATE A SINGLE CLOUD PROVIDER. OFFERORS MAY SUBMIT MULTIPLE OFFERS.

TECHNICAL PROPOSAL

(A) COMPLETED AND SIGNED "COVER PAGE" AND "PAGE TWO"

(B) EXECUTIVE SUMMARY *(5-page limit)*

Each Offeror's proposal must include an overview/summary description of its proposed solution and an explanation demonstrating the Offeror's understanding of needs as expressed in this solicitation.

Offeror should explicitly state its:

- Designated Cloud Provider
- Ability to meet the minimum requirements, and/or how its proposed solution will satisfy the state's needs.
- Commitment to term of proposal
- Commitment to scope of work
- Top level overview of Offeror's qualifications
- An example of similar client's success with your organization in a similar solution
- Summary of your designated Cloud Provider's service offerings capability to meet the Cloud Computing Services solutions to meet the requirements of Section III

(C) TECHNICAL REQUIREMENTS

1. The Technical Proposal response shall be developed and submitted in accordance with the instructions outlined in this solicitation. The Offeror's proposals shall be prepared simply and economically, and they must include a

straightforward, concise description of the Offeror's capabilities that satisfy the requirements of the solicitation. It is the responsibility of the Offeror to ensure it has responded adequately to **ALL** elements of the RFP as laid out in this solicitation. Scoring may be affected if the proposal does not follow the RFP requirements point- by-point. Although concise, the proposals should be thorough and detailed so that the evaluators may properly evaluate the Offeror's capacity to provide the requirements of Part III. (Scope of Work) of this solicitation.

2. All descriptions of services should include an explanation of proposed services, where applicable. The proposalsmay include additional information that the Offeror considers relevant to this RFP.

3. Attached to this RFP is an Excel spreadsheet entitled "Appendix F Qualifications Matrix" which contains a series of tabs containing the lists of sub-categories for each service model. Offerors must indicate in this spreadsheet which sub-categories they offer and which they do not offer by checking the box in the correct column. For those sub-categories which Contractor(s) do not offer, they must indicate what comparable service they do offer and provide a description of the service.

4. In addition, please complete the comments column with additional information which is relevant to support or clarify your response.

5. Service Levels and Penalties – Describe the approach to establishing service level metrics, including metrics appropriate to this scope of services and expectations for introducing and baselining new service levels. The State desires measurable service levels and contractor(s) that is/are willing to materially place its compensation at risk for missed SLAs.

6. List any reports or certifications that you have from properly accredited third-parties that demonstrate FedRAMP High certification for both PaaS and IaaS service models in the offered government-only cloud. Indicate any conditions (e.g., non-disclosure agreement) necessary for you to provide the state with most recent and future versions of the applicable compliance certificate / audit report.

(D) RELATIONSHIPS & AGREEMENTS

1. Describe the relationship between you and the designated Cloud Provider.
2. Provide the applicable service agreement(s) for the Cloud Services.

(E) OFFEROR PROFILE

Instructions to Offeror: *This section should provide all relevant information regarding Offeror's unique capabilities as the State's partner for providing the designated Cloud Provider's Cloud Computing Services. Both the documentation of Offeror's internal strategy, practices, and satisfaction of the customer base are essential parts of the State's evaluation process.*

Company Name	
Industry (NAICS) *(North American Industry Classification System)*	
Fiscal 2018 Company Revenue	
Fiscal 2018 Company Net Income	
% of revenue from all Data Center services	
% of revenue from the following services:	
Government-only Cloud PaaS	
Government-only Cloud IaaS	
Public Cloud PaaS	
Public Cloud IaaS	
Headquarters Location	
Date Founded	
Company ownership *(that is, private/public, joint venture)*	
Number of years Offeror has been providing the type of service or equipment specified in RFP	
Number of employees	

(F) QUALIFICATIONS

Instructions to Offerors: *Provide information required by "Qualifications – Required Information" provision in Section V.*

(G) REFERENCES

Instructions to Offerors: *Provide at least three references of customers (preferably customers comparable to the State of South Carolina) with comparable scope of service. For each reference, complete the table below.*

Company Name	
Industry	
Scope of Services Provided	
Contract Size	
Start Date	
Contract Term	
Contact Name	
Contact Telephone Number	
Contact Address	
Contact Email	
Contractor Project Manager Name	

PRICING PROPOSAL

Pricing Proposal: Offeror shall provide pricing as per the attachment listed in Section VIII Bidding Schedule/Price Proposal. The Offeror shall submit a completed pricing template as referenced in **Appendix E,** Pricing Proposal.

(A) Pricing Structure

- The State desires to minimize upfront transition costs
- Pricing of service delivery must be exclusively on service usage and/or consumption.

- The pricing Appendix E contains three pricing components for completion:
  - Discount Pricing (based on actual contract revenues)
  - Public Cloud Fees (one-time setup costs and monthly fees for ongoing operations)
  - Government Cloud Fees services (one-time setup costs and monthly fees for ongoing operations)

(B) Contractor Discount Schedule

The Contractor must provide their proposed discount schedule for all services described herein. At minimum, the Contractor must provide a link to a website with their designated Cloud Provider's services catalog which must include all offered services (including all services under categories in Section III, Paragraph 7, "In-Scope Cloud Services"), a brief description of each service, the Cloud Provider's SKU, and the Cloud Provider's list price. Offerors must identify a baseline discount off list price for in-scope IaaS cloud services and a baseline discount off list price for in-scope PaaS cloud services.

Offerors must also provide a tiered volume discount schedule. Provide the proposed dollar value upper and lower limits for each proposed tier and the proposed discount off of list for each tier.

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]

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (FEB 2015)

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

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

SUBMITTING REDACTED OFFERS (MAR 2015)

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

V. QUALIFICATIONS

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.] (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)

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

AWARD TO MULTIPLE OFFERORS (MODIFIED)

Award may be made to up to five Offerors, but no more than one award will be made per Cloud Service Provider.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

DISCUSSIONS AND NEGOTIATIONS – REQUIRED (FEB 2015)

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

EVALUATION FACTORS -- PROPOSALS (MODIFIED)

The proposals will be ranked from the highest to lowest score. Offers will be divided into de-facto lots based on the designated Cloud Provider identified in the offer. Within each lot, the offers will be ranked highest to lowest. Using the highest ranked offer's score, the lots will be ranked highest to lowest. The top five lots will be considered for award. The top ranked offerors from the top five lots will be considered for award. If we are unable to reach agreement with any of the top ranked offerors, the State reserves the right to move to the next highest ranked offeror within the same lot.

Technical Proposal .....60 points
Technical Proposal– Parts A through D including all appendices referenced therein.

Price Proposal .....30 points
Price Proposal including all appendices referenced therein.

Offeror Qualifications & Experience .....10 points
Technical Proposal – Parts E through G

[06-6065-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of 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) Except as provided in the clause entitled “Job Orders,” no contract, license, or other agreement containing contractual terms and conditions will be signed by the Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

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 (MODIFIED)

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. A Job Order shall be considered part of a purchase order. See clause entitled “Job Orders.” 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.

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 (MODIFIED)

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.
Notwithstanding the foregoing paragraph, where UGU places a job order/purchase order on behalf of SSA(s), the SSA(s) shall be deemed a third party beneficiary with respect to this contract.

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 (MODIFIED)

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State or affected SSA, 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.

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]

CONTRACT LIMITATIONS (JAN 2006)

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

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

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

(a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the Contractor, his agents, representatives, employees, subcontractors or any other entity for which the Contractor is legally responsible. (b) Coverage must include claims for: (i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form; (ii) privacy risks, including (A) failure to properly handle, manage, store, 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 dollars per occurrence and ten million dollars aggregate.
(f) If the insurance required by this clause is procured on a form affording "claimsmade" 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 "claimsmade" 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 SECURITY REPRESENTATION

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,; (ii) agrees to provide the UGU with prompt notice of any material variation in operations from that reflected in the Response,; 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, including its response to Appendix F. To the extent Offeror’s Response, does not conform to any other contractual requirements, the UGU’s lack of objection does not constitute a waiver.

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 (MODIFIED)

(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 Cloud Provider cloud services 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, Cloud Provider cloud services or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Cloud Provider cloud services 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 Cloud Provider cloud services 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 preserve and return to the State, as directed by the Procurement Officer, any data residing in the cloud. 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 the Cloud Provider cloud services delivered and accepted. 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]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

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 compromise or a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

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

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

INDEMNIFICATION - INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the

claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

INFORMATION SECURITY - DEFINITIONS (MODIFIED)

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 UGU, 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 UGU, any covered SSA or a third party pursuant to or as a result of this contract.
Third party means any person or entity other than the UGU, any covered SSA, 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 UGU, any SSA 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

INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

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

requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.
(c) *Safeguarding requirements and procedures*. Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:
(1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).
(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.
(3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.
(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/ publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.
(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:
(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.
(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.
(7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.
(d) *Subcontracts*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.
(e) *Other contractual requirements regarding the safeguarding of information*. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems.
[07-7B105-1]

INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, from 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 (MODIFIED)

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

(a) ***Definitions.*** The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.
(b) ***Legal mandates***. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide UGU 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 it 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 UGU and any affected UGU 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 UGU's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the UGU and/or the affected SSA (or destroy, at the UGU's and/or the SSA's option) all government information in its possession as and upon written request of UGU (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 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 UGU and the affected SSA all information necessary to enable the UGU and the affected SSA 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 UGU and the affected SSA), Contractor shall reimburse UGU and the affected SSA 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 UGU and the affected UGU, and

(5) reimburse the UGU and the affected SSA all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use.

The South Carolina Department of Administration has the final authority over the content of the notifications and any other communications the Contractor may be required to provide to third parties affected by an incident, and that the Contractor must receive written approval from the The South Carolina Department of Administration before any notifications or other communications are sent to affected third parties.

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 UGU and the affected SSA may have, and notwithstanding any other term of this contract, Contractor agrees that the UGU and the affected SSA may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the UGU and the affected SSA shall be entitled to pursue equitable remedies in the event of a breach of this clause.

INFORMATION USE AND DISCLOSURE – STANDARDS (MODIFIED)

(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 UGU 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]
(f) Federal Information Security Management Act, 44 U.S.C. §§3541, et seq.
(g) Health Insurance Portability and Accountability Act of 1996; Privacy Rule at 45 C.F.R. 160 & 164.
(h) Family Educational Rights and Privacy Act, 20 U.S.C. §1232g.
(i) Graham-Leach-Bliley Act; Financial Privacy Rule codified at 15 U.S.C. §§6801-6809.
(j) IRS Publication 1075.
(k) IRC §6103(p)(4) (26 U.S.C. §6103(p)(4)).
(l) Criminal Justice Information Services Security Policy, published by the Federal Bureau of Investigation, U.S. Department of Justice, current version 5.5 (June 1, 2016).
(m) Privacy Act of 1974, 4 U.S.C. §552(a).
(n) Communications Assistance for Law Enforcement Act, 47 USC §§1001, et seq.

JOB ORDERS

1. Definitions - Additional

In addition to those provided in Section IIA, the following definitions apply:

ITMO	Information Technology Management Office, a group within the Office of State Procurement within the division of Procurement Services of the South Carolina State Fiscal Accountability Authority
IT Plan	Information Technology Plan prepared by DTO on behalf of a UGU. An IT Plan should include all information necessary for the contractor to provide a firm fixed price for implementing the plan, and a firm fixed price for all recurring costs for the maintenance, hosting, and other required services.
DTO	Division of Technology Operations, a division of the South Carolina Department of Administration
IT Planning	Information Technology Planning Office, a subdivision of the South Carolina Department of Administration's Division of Technology Operations
JOB ORDER	An order for services placed against this Contract
JOB ORDER QUOTE (JOQ)	The Contractor's proposed price submitted in response to a Job Order Request
JOB ORDER REQUEST (JOR)	A written request for a JOQ
JOB ORDER PRICE	The price the DTO agrees to pay the contractor for performing all work required by the Job Order
WORK	All labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under a Job Order

2. Overview

2.1 Purpose.

The State seeks to acquire cloud services in the PaaS and IaaS Service Models in both government-only and public cloud Deployment Models. The purpose of this solicitation is to meet these needs by establishing an indefinite delivery, job order, fixed-price, deliverables-based contract framework for use by DTO on behalf of SSAs. With such a contract, the State hopes to reduce cost, accelerate acquisition time, and acquire a complete, detailed and documented set of services for the DTO.

3. Project Approval - Limitations

3.1 Approval.

3.1.1 All Projects must be approved by IT Planning. If a Project is not approved, the DTO may not use this Contract to acquire the desired services. Services not approved for acquisition with this contract may be acquired using any other legally appropriate procurement method.

3.1.2 All approvals are subject to the provisions of this Solicitation. Neither ITMO nor DTO may excuse or vary the limits of this solicitation without a duly authorized Change Order to this contract.

3.1.3 Project descriptions must expressly define the outer limits of the project's proposed scope. Signature by DTO on a Job Order certifies that the project has been approved by IT Planning.

3.2 Project Limits

3.2.1 *Scope - Project Type*. A Project's scope must be limited to work on an IT Plan for DTO that has been approved in writing by IT Planning.

3.2.2 *Scope - Duration*. Job Orders authorized by the DTO within the term of the Contract must be completed by the contractor within the term of the contract. Subject to the clause entitled "Termination for Convenience -- Indefinite Delivery / Indefinite Quantity Contracts," all services provided pursuant to a Job Order must

terminate upon the termination or expiration of the contract.

4. Procedures for Job Orders

4.1 **Job Order Requests (JORs)**.

4.1.1 *General*.. DTO shall make available to all contractors all information needed to submit a Job Order Quote. Such information may be provided through an IT Plan.

4.1.2 *Required Contents.* A JOR shall include (i) the date of its issuance, (ii) approved project name, (iii) a statement of work, (iv) submission instructions, including a reasonable response time, and (v) the name of an employee of the DTO that is responsible for administration of the project, including actual authority to accept deliverables as defined in the SOW. A JOR shall require approval by IT Planning. JORs shall include the clauses appearing in Appendix D, Required Clauses in Job Order Request.

4.2 Statements of Work (SOW).

4.2.1 *Responsibility*. SSAs are responsible for preparing each initial SOW and submitting to DTO.

4.2.2 *DTO Participation*. For all SOW, DTO shall perform the following functions before submitting JOR to the contractor: (a) review SOW for required information; (b) assist SSA in finalizing, as necessary or upon request of the SSA, the SOW with regard to clarity and content and (c) submit the finalized SOW to the Contractor(s) with the JOR.

4.2.3 *Required Contents*. At a minimum, a SOW shall include: (i) the work to be performed; (ii) location of work, (iii) project performance schedule; (iv) specific deliverables; (v) desired deadline for each Job Order deliverable; (vi) applicable performance standards; and (vii) any special requirements. A SOW shall clearly describe all services to be performed and all deliverables to be provided to DTO, so the full price of the work can be established when the order is placed.

4.3 Requesting procedures.

4.3.1 Any SSAs desiring to use the cloud services in this procurement must consume them through the DTO cloud computing shared service. SSAs must first contact their Agency Relationship Manager at DTO to begin the engagement. SSAs then must submit an SOW to DTO, which must review it. If the SOW is not thorough or fails to comply with section 4.2, DTO will return the SOW to the SSA with recommended corrections and revisions.

4.4 Job Order Quotes

4.4.1 *Submission Instructions*. The Contractor must respond to a JOR by submitting a JOQ. A JOQ must be responsive to and comply with the JOR. All JOQ must be submitted to DTO within fifteen (15) business days of receiving the JOR.

4.4.2 *Pricing*. JOQs must offer both (i) a single, firm, fixed price to perform all the Work identified in the SOW, and (ii) a separate price for each deliverable. All prices (total and per deliverable) must be calculated solely on the basis of the line item prices on the contractor's rate card. JOQs must show a separate line item unit price and extended calculation for each component of the price.

4.5 Evaluation of Job Order Quotes

4.5.1 *Price Reasonableness*. In determining price reasonableness, DTO is responsible for considering the total price, the level of effort, and the mix of labor proposed to perform a specific task being ordered, and for determining the reasonableness of each. DTO's determination in no way limits the contractor's responsibility for performing all work for the price offered.

4.5.2 *Limitation - Scope*. The scope of this solicitation is limited to the acquisition of Cloud Computing Services as described in the solicitation and resulting contract. Contractor shall not provide any hardware or services other than those identified as a contract line item of this Solicitation. Contractor shall provide no software.

4.5.3 *Transparency*. Subject to the provision entitled "Submitting Confidential Information," all JORs, JOQs, and Job Orders are public documents and must be released *immediately* upon request; provided, however, that Contractor agrees that the following information shall not be marked or considered confidential for individual JOQs: total price, generic information regarding services proposed, and proposed implementation schedule.

4.6 Job Orders.

4.6.1 *General*. Work by a Contractor shall be performed only pursuant to a Job Order authorized and fully executed by the DTO, the Contractor, and the ITMO Procurement Officer. The ITMO Procurement Officer will not authorize a Job Order prior to approval by DTO. Job Orders must be entered into only by accepting a JOQ submitted in response to a JOR. Every Job Order must include a Job Order Price. Job Orders shall be accompanied by, and shall be considered part of, a Purchase Order. Job Orders must be within the scope of this contract. Job Orders shall appear on the form shown in Appendix B.

4.6.2 *Negotiations*. Ordinarily, the selected JOQ should be accepted as received. Negotiations regarding terms, performance obligations (SOW), and deliverables are not allowed; however, the DTO and Contractor may agree to modify the price, as long as the final total price does not exceed the price submitted on the original JOQ. Alternatively, the DTO may revise the scope of the JOR; and request a JOQ for the revised scope.

4.6.3 *Modifications*. A Job Order may be modified after execution. All modifications of a Job Order must be documented with a written amendment to the Job Order utilizing the Job Order Modification form in Appendix C. The DTO may modify a Job Order without further approval if it does not alter the total Job Order Price by

more than five percent. All other modifications must be approved by DTO and the ITMO Procurement Officer. Job Order modifications shall not be used to avoid the limitations on negotiations imposed by Section 4.6.2 above. For example, executing a five percent price increase immediately after executing the Job Order in order to avoid the restriction on price negotiations is inconsistent with the intent of these rules.

5. Payment & Invoicing

5.1 Upon the completion of a deliverable as set forth in a Job Order, contractor will notify the DTO that a deliverable has been completed ("Completed Deliverable") and will submit a request to the appropriate manager, or other approving authority of the DTO, for approval thereof. The DTO will notify the Contractor whether the Completed Deliverable has been approved. After approval, contractor may submit an invoice to the DTO. All work will be invoiced by deliverable and for the amount allocated in the Job Order for that deliverable. For recurring charges, Contractor will invoice directly DTO for each UGU monthly in arrears for actual services delivered. Contractor will send invoices directly to DTO for each SSA within one business day of the close of the Contractor's monthly billing cycle. Contractor will provide invoices showing the billing for services broken out by each SSA so that DTO is able to rebill each SSA solely for the services it consumed. SSAs will pay the DTO rebills to DTO.

5.2 For reimbursable expenses, if applicable, contractor shall invoice the DTO along with original receipts, and a written justification for reimbursement if and only to the extent that such expenses are permitted and approved pursuant to the Job Order. DTO will rebill any SSA for allowed reimbursable expenses under the Job Order which were incurred on behalf of the SSA. SSAs will pay the DTO rebills for allowed reimbursable expenses to DTO.

6. Reports

6.1 Monthly Reports: Contractor will provide DTO with a SSA activity report every month within five business days of the Contractor's monthly billing cycle. This report will provide a detailed, itemized account of the types and quantities of service provided to each SSA under this contract. This report will highlight any increase or decrease in delivery of service types and/or quantities to each SSA. The report shall not be an overall summary report of all services delivered. Rather, it will be an individualized report, naming each SSA and detailing the service and quantities delivered and consumed by each UGU.

6.2 Annual Report: Contractor will provide DTO with an overall, annual report of service delivery to all SSAs within fifteen business days of the contract's anniversary date every year. This report will show the total quantities of all services delivered and consumed by all SSAs. The report will list the total revenues received by the Contractor for each SSA, and it will show the total revenue received from the State. The revenue totals detailed in this report will form the basis for any volume-based discounting of the rates charged to and paid by the State for all cloud computing services provided under this contract.

6.3 Interruption in Service: Contractor will provide DTO a monthly service interruption report coterminous with the monthly SSA activity report. This report will detail the type of service interruption, the duration of any service interruption, and the individual SSAs affected by each service interruption. The lack of any service interruption within any reporting period will not obviate the requirement to provide this report in any given month.

7. **Trouble Resolution**: Contractor will provide DTO a detailed report of the causes, cures, and actions taken to diagnose and resolve each interruption in service within five business days of the resolution of any interruption in service to any services provided under the contract.

Points of contact and methodology for communicating these documents for the Contractor and the DTO will be established between the parties upon activation of the contract. Any change in the points of contact, once established, must be communicated in writing between the parties within five business days of date of the intended change of contact.

LIMITATION ON LIABILITY – SHARED SERVICES CONTRACTS

(1) Contractor's liability for damages to UGU shall not exceed the lesser of $20,000,000.00 or an amount equal to triple the Aggregate Contract Price. As used in this clause, the term "Aggregate Contract Price" means the total price for all agreements that both arise out of this Contract and are between Contractor and the UGU.

(2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages. The following direct damages, while not an exhaustive list, expressly will not be considered special or consequential damages: (i) Costs and expenses of recreating or reloading any lost, stolen or damaged Governmental Information; (ii) Costs and expenses of implementing a work-around in respect of a failure to provide the Services or any part thereof; (iii) Cover damages, including the costs and expenses incurred to procure the Services or corrected Services from an alternate source, to the extent in excess of Contractor's Charges under this Agreement; (iv) Costs and expenses incurred to bring the Services in-house or to contract to obtain the Services from an alternate source, including the costs and expenses associated with the retention of external consultants and legal counsel to assist with any re-sourcing; or (v) payments, fines, penalties, interest, sanctions, or other remedies imposed by a governmental body or regulatory agency or required by an applicable law for Contractor's failure to comply with legal requirements or deadlines.

(3) The foregoing limitations shall not apply:
    a. to claims for physical damage to real or tangible personal property,
    b. to claims regarding bodily injury, sickness, disease or death,
    c. to claims arising from reckless or intentional misconduct,
    d. to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty,
    e. to amounts due or obligations under the following clauses, if included:
        i. Indemnification-Third Party Claims-General,
        ii. Indemnification-Third Party Claims-Disclosure of Information,
        iii. Indemnification-Intellectual Property,
        iv. Information Security–Safeguarding Requirements,
        v. Information Security-Location of Data,
        vi. Information Use and Disclosure–Standards, or
        vii. Service Provider Security Representations,
    f. to amounts due or obligations under a clause imposing a duty to defend or indemnify, or
    g. to any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by contractor.

(4) The absence in any subcontract of a similar clause limiting contractor's liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause.

(5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed the lesser of $10,000,000 or an amount equal to twice the Aggregate Contract Price. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.

(6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars.

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]

PRICE ADJUSTMENTS (JAN 2006)

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

PRICE ADJUSTMENT - LIMITED

Upon approval of the Procurement Officer, prices may be adjusted annually. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the anniversary date of the contract and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective on the next anniversary date of the contract. A price increase must be executed as a change order.

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov
[07-7B175-1]

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]

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]

DIVISION OF TECHNOLOGY OPERATIONS SHARED SERVICES CONTRACT

(a) With this solicitation, the state seeks to establish a contract available for use by all South Carolina SSAs as defined herein.
(b) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the UGU either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the UGU to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the UGU or any of the State’s SSAs’ data. Contractor may decline to honor a purchase order including additional contract terms.

(c) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any statewide term contract; or (4) terminate the contractor's award of any other statewide term contract.

DIVISION OF TECHNOLOGY OPERATIONS SHARED SERVICES CONTRACT -- SCOPE

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited.

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 3 years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (MODIFIED)

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

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

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 180 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

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 Data. The Procurement Officer may require the contractor to preserve and provide to the State in the manner and to the extent directed by the Procurement Officer: (a) data existing in the cloud environment.
(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 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 Cloud Provider Services 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 Cloud Provider Services 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, 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]

SUSPENSION AND STOP - WORK ORDERS

Situations may occur during Contract performance that cause the State to order a suspension of work, or a work stoppage to a specific Contractor.

a) A “Suspension of Work Order” under this Contract may be ordered by the procurement officer for a reasonable period of time, in the contracting officer’s sole discretion, for the whole contract, or any part.

b) A “Stop-Work Order” shall be issued only if it is advisable to suspend work pending a decision by the State and a supplemental agreement providing for the suspension is not feasible. Issuance of a stop-work order shall be approved by the contracting officer. Stop-work orders shall not be used in place of a termination notice after a decision to terminate has been made.

c) Suspension of Work or Stop-Work orders may include—
   1. A description of the work to be suspended;
   2. Instructions concerning the Contractor’s issuance of further orders for materials or services;
   3. Guidance to the Contractor on action to be taken on any subcontracts; and
   4. Other suggestions to the Contractor for minimizing costs.

d) Promptly after issuing the Suspension of Work or Stop-Work order, the contracting officer should discuss the order with the Contractor and modify the order, if necessary, in light of the discussion.

e) When a Suspension of Work or a Stop-Work Order is in effect, the Contractor shall cease the scope of work described in the order. The Contractor shall not be eligible to receive payment or reimbursement for any work performed or costs incurred for work within the scope of the order. If the order is partial, the Contractor shall continue to perform all portions of the Contract outside the scope of the order, and will be compensated for such portions per the terms of the Contract.

f) As soon as feasible after a Suspension of Work or Stop-Work order is issued, but before its expiration, the contracting officer shall take appropriate action to—
   1. Terminate the Contract;
   2. Cancel the order; or
   3. Extend the period of the order if it is necessary and if the Contractor agrees (any extension of the order shall be by a supplemental agreement).

WARRANTY

At a minimum the Contractor must warrant the following: (a) Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Solicitation; (b) Contractor will perform materially as described in this Solicitation, SLA, Statement of Work, including any performance representations contained in the Contractor’s response to the Solicitation. (c) Contractor represents and warrants that the representations contained in its response to the Solicitation; (d) The Contractor will not interfere with the UGU or SSA’s access to and use of the Services it acquires from this Solicitation; (e) The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation; (f). The Contractor warrants that the Products it provides under this Solicitation

are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PRICE PROPOSAL (JAN 2006)

Instructions: Complete Appendix E of the attachments; ensuring all of the tabs and cells are completed with the accurate entries. Fill-in cells of each tab with entries. Follow all instructions that are in the "Notes" section of the document to accurately complete the document.

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- Appendix A - Nonresident Taxpayer Registration Affidavit
- Appendix B - Job Order Form
- Appendix C - Job Order Modification Form
- Appendix D - Required Clauses in Job Order Request
- Appendix E - Pricing Proposal
- Appendix F - Qualifications Matrix
- Appendix G - SCDIS-200 Security and Privacy Standards
- Appendix H - LIST OF AGENCIES COVERED BY 2018 S.C. ACT NO. 264, PART 1B, SECTION 117.119
- Appendix I - Service Provider Security Assessment Questionnaire
- Appendix J - Question Submission Template

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: **https://dor.sc.gov**

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: **https://dor.sc.gov**

[09-9005-4]

JOB ORDER

Contract Description: Cloud Computing Services
Solicitation Number: 5400016870

Job Location /Address:	
Using Governmental Unit:	
Contractor:	
Contract Number:	
Project Name:	
Total Job Order Price:	
UGU Purchase Order Number:	

This Job Order is issued against the Contract identified by number above. Definitions provided in the Contract apply to this Job Order. You agree to comply with all terms of the Contract identified above, the terms of which supersede any terms in this Job Order. The solicitation's Default clause and Termination for Convenience clause shall apply to each Job Order as if it were a separate contract. The terms of this Job Order supersede the terms of any exhibit attached to this document.

Exhibit 1 – JOR, including attached SOW
Exhibit 2 – JOQ
Exhibit 3 – Negotiated Changes to the JOQ

By signing this Job Order, you represent that you have read and understand the JOR and that your JOQ was made in compliance with the Solicitation. You agree to perform all work outlined in the Exhibits for the Total Job Order Price stated above. The term of this Job Order shall begin [insert Commencement Date] and conclude on [insert Estimated Project Completion Date].

Certification

With regard to this Job Order, you hereby certify that you have complied with Regulation 19-445.2165 (no gifts to agencies) and with the following clauses: "Certification Regarding Debarment And Other Responsibility Matters (Jan 2004)," "Disclosure of Conflicts of Interest or Unfair Competitive Advantage" (Feb 2015)," and "Ethics Certificate (May 2008)". For purposes of applying these clauses for this certification, your Job Order Quote is an offer, this Job Order is an award of a contract, and the date of this Job Order will be deemed to be the date for the "posting of a final statement of award" and "the Opening Date."

SIGNATURE OF PERSON AUTHORIZED TO ENTER A CONTRACT ON BEHALF OF JOB ORDER CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO EXECUTE JOB ORDER ON BEHALF OF UGU:
By: _____ (authorized signature)	By: _____ (authorized signature)
_____ (printed name of person signing above)	_____ (printed name of person signing above)
Its: _____ (title of person signing above)	Its: _____ (title of person signing above)
Date: _____	Date: _____

This Job Order is not valid without the following signature:

Authorized by SFAA IT Procurement Officer: _____ **Date:** _____

JOB ORDER MODIFICATION

Contract Description: Cloud Computing Services
Solicitation Number: 5400016870

Job Location /Address:	
Using Governmental Unit:	
Contractor:	
Contract Number:	
Project Name:	
Original Job Order Price:	
Revised Job Order Price:	
Total Job Order Price Differential:	
UGU Purchase Order Number:	

Exhibit 1 – Modification Documents
Exhibit 2 – Original Job Order
Exhibit 3 – Previous Job Order Modifications, if applicable

The Using Governmental Unit and the Contractor agree, as indicated by the signatures below, to the revisions outlined in Exhibit 1 to the Job Order, attached as Exhibit 2, as amended by previous Job Order Modifications, attached as Exhibit 3, when applicable.

SIGNATURE OF PERSON AUTHORIZED TO ENTER A CONTRACT ON BEHALF OF JOB ORDER CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO EXECUTE JOB ORDER ON BEHALF OF UGU:
By: _____ (authorized signature)	By: _____ (authorized signature)
_____ (printed name of person signing above)	_____ (printed name of person signing above)
Its: _____ (title of person signing above)	Its: _____ (title of person signing above)
Date: _____	Date: _____

If this Job Order Modification modifies the original Job Order price by greater than five percent, this Job Order Modification is not valid without the following signature:

Authorized by SFAA IT Procurement Officer: _____ **Date:** _____

APPENDIX D
REQUIRED CLAUSE IN JOB ORDER REQUEST

DUTY TO INQUIRE. You are expected to examine this Job Order Request thoroughly and to request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Your failure to do so will be at your risk. You assume responsibility for any patent ambiguity in the Job Order Request that you do not bring to the UGU's attention.

DISENGAGEMENT SERVICES

Availability

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

Detailed Disengagement Plan

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

Performance

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

Rates and Charges

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

APPENDIX H - LIST OF AGENCIES COVERED BY 2017 S.C. ACT NO. 97, PART 1B, SECTION 117.121

Accident Fund
Adjutant General
Administrative Law Court
Administration, Dept. of
Aeronautics Commission
Agriculture
Alcohol & Other Drug Abuse
Archives & History
Arts Commission
Attorney General
Auditor, State
Blind, Commission
Commerce
Comptroller General
Confederate Relic Room
Conservation Bank Board
Consumer Affairs
Corrections
Deaf & Blind, School for
Disabilities & Special Needs
Education Oversight Comm
Education, Department
Educational TV
Election Commission
Emergency Management Division
Employment & Workforce
Ethics Commission
Financial Institutions, Banking
Financial Institutions, Consumer
First Steps
Fiscal Accountability Authority, State
Forestry Commission
Health & Environmental Control
Health & Human Services
Higher Ed, Commission
Housing Finance & Dev
Human Affairs
Indigent Defense
Inspector General
Insurance, Department
John de la Howe
Juvenile Justice
Labor Licensing & Regulation
Law Enforcement Training
Law Enforcement Division, State
Library, State
Lt Governor's Office, Aging
Mental Health
Minority Affairs
Motor Vehicles
Museum, State
Natural Resources
Parks Recreation & Tourism
Patients Compensation
Patriots Point
Probation Parole Pardon
Procurement Review Panel
Prosecution Coordination
Public Employee Benefits
Public Safety
Public Service Commission
Regulatory Staff, Office of
Retirement System Investment Comm.
Revenue & Fiscal Affairs
Revenue, Department of
Rural Infrastructure Authority
Sea Grant
Secretary of State
Social Services
Transportation
Treasurer's Office
Tuition Grants, Higher Ed
Vocational Rehab
Wil Lou Gray
Workers Compensation

APPENDIX I

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

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

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

2. Describe your disaster recovery and business continuity plans.

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

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

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

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

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

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

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

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

11. Describe your incident response policies and practices.

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

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

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

By: _____
(authorized signature)

Its: _____
(printed name of person signing above)

_____
(title of person signing above)

Date: _____

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