

	<h2>State of South Carolina</h2> <p>Request for Proposal</p>	Solicitation: 5400020361 Date Issued: 10/07/2020 Procurement Officer: ZACH YARBROUGH Phone: 803-896-0284 E-Mail Address: zyarbrough@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, 1201 Main Street, Suite 600 Columbia SC 29201
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DESCRIPTION: **Disaster Recovery Services**

USING GOVERNMENTAL UNIT: **South Carolina Disaster Recovery Office**

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

SUBMIT OFFER BY (Opening Date/Time): **11/05/2020 11:00:00** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **10/20/2020 16:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) on-line submission and One (1) Redacted Copy submitted online.**

Initial here if NO redacted copy is necessary _____

CONFERENCE TYPE: Pre-Proposal DATE & TIME: 10/20/2020 09:00:00 <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	LOCATION: Tele-Conference Contact Procurement Manager for dial-in information.
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AWARD & AMENDMENTS	Award will be posted on 12/11/2020 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

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

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ 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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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***Per Section 11-35-1524 (E), preferences are not applicable.***

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (MODIFIED)

The State of South Carolina, State Fiscal Accountability Authority (SFAA) Office of State Procurement, on behalf of the South Carolina Disaster Recovery Office (SCDRO) seeks proposals from interested entities to provide full spectrum disaster recovery operations to implement the State's Community Development Block Grant-Disaster Recovery (also referred to as the CDBG-DR) Action Plan. The successful Offeror will implement the delivery and execution of CDBG-DR funds. The funds will help to meet remaining unmet housing, economic development, and infrastructure needs that resulted from damage sustained during or as a result of Hurricane Florence in 2018.

The South Carolina Action Plan for Disaster Recovery is available at <https://admin.sc.gov/SCDRO/Disasters> or <https://admin.sc.gov/SCDRO/disasters/HurricaneFlorence>

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

Start date: **12/23/2020** End date: **12/22/2026** Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

The resulting contract is for one (1) year with five (5) one-year renewal options for a possible maximum term of six (6) years.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically

delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (MODIFIED)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

solicitation) unless otherwise required by law; and

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

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

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

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

OMIT TAXES FROM PRICE (JAN 2004)

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

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (MAY 2019)

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

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (MODIFIED)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions must be submitted in writing and received by the Procurement Officer for this solicitation no later than **10/20/2020 at 16:00**

Email is the preferred method for submitting questions to the procurement officer, Title the "Subject Line" of your email, "Questions 5400020361". Questions must be submitted in an easily copied format such as MS Word. Do not place your questions in tables.

Email: zyarbrough@mmo.sc.gov

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 (MODIFIED)

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

(b) 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)]

(c) 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].

(d) 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.

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

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with

the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

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

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

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

Pre-Bid/Proposal Conference Date and Time: **10/20/2020 9:00:00**

Location of Pre-Bid/Proposal Conference: **Tele-Conference**

A limited number of ports are available to attend via tele-conference. **If you'd like to attend via tele-conference, email the Procurement Officer for dial-in instructions no later than 10/19/2020 at 16:00 ET.** Ports will be available on a first-come first-serve basis.

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]

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

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

ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MODIFIED)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." If you must submit an electronic copy other than using SCEIS, the following instructions apply. An electronic copy or copies must be submitted on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name, and specify whether its contents address the 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. Submit your electronic copies to the following address: State Fiscal Accountability Authority, 1201 Main Street, Suite 600, Columbia SC 29201. [02-2B070-2]

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

(a) Mandatory Registration. You must register before you can submit an offer online! 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.

i. Contact the SCEIS Service Desk at 803-896-0001 (select option 1 for SCEIS help) or

ii. Submit a SCEIS Service Desk Vendor Ticket Form: <http://www.sceis.sc.gov/vendorrequests/>

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]

PRESENTATIONS

The top 3 highest ranked Offerors with a mathematical possibility of being the highest ranked Offeror after the Phase one (I) evaluations will be required to give a live presentation of their proposal to clarify or verify the contents and the representations made therein.

a. The presentation will be made 'in person' at **632 Rosewood Drive, Columbia, South Carolina, 29201**, and any travel expenses incurred by the Offeror are the sole responsibility of the Offeror. The time allotted per individual Offeror shall not exceed two hours, which shall include 30 minutes to be allocated for panel questions and Offeror's answers.

b. Note that **12/01/2020-12/04/2020** are tentatively scheduled for the live presentations. Offerors should reserve those dates. Successful offerors will be notified as quickly as possible to schedule specific dates and times.

c. The activities of the Offeror should be limited to a live presentation of the Offeror's written proposal and the presentation outline provided. Evaluators may ask questions pertaining to the Offeror. The Offeror's answers are restricted to statements of facts. Offerors will not be allowed or permitted to introduce new information. Negotiation is not permitted at this stage in the procurement process and an Offeror may not change its proposal. The Offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the State. The live presentation should be conducted in a straightforward manner in order to secure a clear and meaningful understanding of the Offeror's proposal.

d. The Offeror will be required to demonstrate their proposed computer-based system of record and grant management system for the projects undertaken for the recovery program set forth in the Action Plan.

e. The live demonstration is designed to satisfy the evaluation panel's need for clarification and understanding of the information that was provided in the Offeror's written proposal. Therefore, the Offeror may neither ask questions nor receive preliminary assessments on its proposal from the members of the panel. Attendees at the live presentation session must include the key members of the Offeror's proposed management team.

PROTEST - CPO - MMO ADDRESS (MODIFIED)

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

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

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

III. SCOPE OF WORK/SPECIFICATIONS

STATEMENT OF WORK (MODIFIED)

General Management

General Description: The South Carolina Disaster Recovery Office (SCDRO) seeks a full service Implementation Contractor capable of executing a complex recovery from the damage South Carolina suffered from Hurricane Florence in September 2018. The recovery is funded by a U.S. Dept. of Housing and Urban Development (“HUD”) Community Development Block Grant for Disaster Recovery (“CDBG-DR”). As an overview, SCDRO seeks an Implementation Contractor capable of turnkey operations, executing multiple and simultaneous operations throughout the state while maintaining the high quality construction standards as well as high quality responsive customer service standards all of which shall be in full and complete accordance with all applicable laws, regulations, ordinances, and HUD grant requirements. The Implementation Contractor is responsible to SCDRO for the execution of a large and complex housing recovery program; taking in and organizing into the system of record intake information gathered by SCDRO’s related agency Palmetto Disaster Recovery (PDR); obtaining sufficient supplemental applicant information for the eligibility process; determine eligibility and prioritization; and, analyze and determine if duplication of benefits exist. Implementation Contractor will support SCDRO’s strategic outreach and communications plan. SCDRO or PDR will perform the initial client intake. Implementation Contractor will establish and maintain a first-rate training program enabling continuity of service throughout the state, providing face to face service center operations aimed at providing services to those citizens deemed most vulnerable. Implementation Contractor will execute a damage assessment, construction, and final inspection program. Implementation Contractor will support the SCDRO buyout program. Implementation Contractor will be responsible for all aspects of program environmental compliance. Implementation Contractor is responsible for strategic planning, project timeline compliance, and fiscal projections to ensure compliant grant spending from program start to the end of closeout. Implementation Contractor’s fiscal management must be capable of withstanding a series of vigorous audits.

SCDRO will conduct the recovery beginning with its most vulnerable population and then working through its priority matrix. SCDRO believes in providing first-rate customer service during the conduct of this recovery combined with the strongest fiscal accountability of taxpayers’ dollars. The Implementation Contractor shall provide exceptional management of the project and the State will not tolerate disallowable expenses, fraud, duplication of benefits, or any fiscal irresponsibility of taxpayer dollars.

SCDRO will conduct the Hurricane Florence recovery program in a manner that is similar to but not exactly the same as its current October 2015 Severe Storm and Flood and Hurricane Matthew 2016 housing recovery operations. SCDRO refers any interested Implementation Contractors to <http://scstormrecovery.com> as a point of reference for the manner in which the current operation is conducted. Please also see <https://admin.sc.gov/SCDRO/Disasters>.

The Implementation Contractor shall conduct full spectrum recovery operations to repair, rebuild, or replace approximately 500 damaged homes with no more than a 10% variance. The 500 homes repaired, rebuilt or replaced is a planning figure. Based on the directives set forth in the HUD CDBG-DR grant for Hurricane Florence, *85 FR 4681*, in the presidentially declared disaster counties SCDRO expects to repair, rebuild, or replace 500 homes statewide plus 15 rental units (preceding figures +/- 10%), of which 80% will be in Dillon, Horry, and Marion counties. Additionally, SCDRO estimates it will perform approximately 50 property buyouts. It is the state’s intent that the construction phase shall be completed within 2 years of contract execution, though the State planning projection is to complete construction in 18 months; and, closeout completed within 3 months after all warranties expire after the end of the construction phase.

The Implementation Contractor’s requirements are as follows:

1. Implementation Contractor must possess an understanding of the SCDRO’s Hurricane Florence Disaster Recovery Action Plan. Implementation Contractor must possess subject matter expertise regarding HUD’s CDBG-DR program, HUD’s National Objectives, the FEMA Mission Scoping Assessment, the FEMA Recovery Support Strategies, and the FEMA Community Lifelines strategy.
2. Implementation Contractor will comply with all applicable grant and project requirements set forth in *85 FR 4681*.
3. Implementation Contractor will ensure compliance with all aspects of the HUD approved South Carolina Action

Plan.

4. SCDRO has a fully functional headquarters located at 632 Rosewood Dr., Columbia, SC 29201 capable of recovery operations, recovery analysis, coordination, executive briefings, monitoring, auditing, and tracking of all aspects of the recovery operation. Implementation Contractor 's key management team will co-locate with SCDRO at its headquarters. In addition, with approximately 80% of the total Hurricane Florence relief funding designated for Dillon, Horry, and Marion counties (as set forth 85 FR 4681), Implementation Contractor must maintain a regional fixed physical office presence in at least one of those 3 counties during the duration of the recovery construction activities or until the SCDRO agrees to closing the regional office. The regional office must be staffed during regular business hours (9 a.m. to 5 p.m.) by at least 2 of Implementation Contractor's employees.
5. Implementation Contractor will provide intake support and eligibility operations which accept and process applications; obtain necessary documentation; determine eligibility; process and assign work as applicable within established policy guidelines; conduct extensive coordination with an existing state case management contract (Palmetto Disaster Recovery) to validate eligibility of citizens, and Implementation Contractor must ensure no citizen receives any duplication of benefits prior to providing any program assistance. Implementation Contractor's intake and eligibility process must be able to accept Microsoft CRM and/or OnBase Enterprise Information Platform based data from Palmetto Disaster Recovery's case management program for Hurricane Florence. Implementation Contractor may also receive disaster case management files from other disaster case management operations as directed or identified by the State. This requirement is critical for the efficient transfer of data in order to shorten the overall housing recovery time for disaster survivors.
6. Implementation Contractor shall follow State established recovery priorities. The State will begin the recovery process with the citizens who are identified as the most vulnerable under SCDRO's prioritization matrix.
7. Implementation Contractor must deploy enough construction capacity to:
 - a. repair or replace manufactured housing units (MHUs);
 - b. repair traditional stick built or brick and mortar homes and repair modular homes;
 - c. construct new stick built or modular homes which at least meet SCDRO's minimum design and housing quality standards specifications;
 - d. perform demolition of all structures and permeable surfaces in the buyout projects;
 - e. complete the construction phase of the recovery within 2 years of contract execution; and,
 - f. the construction capacity must be sufficient to timely complete construction activities within 2 years, if not sooner.
8. Implementation Contractor shall conduct damage assessments, HUD compliant environmental reviews, and final inspections for each project.
9. All projects in a designated floodplain must comply with NFIP requirements.
10. Implementation Contractor must provide an official Certificate of Occupancy or certificate of completion for each project and retain this certificate in the system of record.
11. Implementation Contractor shall ensure that a minimum of 25% of all those employed to execute the recovery operation are South Carolina residents with the goal of 75% of those employed being South Carolina residents. This percentage requirement applies to the Implementation Vendor, general contractors, and sub-contractors.
12. Implementation Contractor must have a demonstrated ability to expand operations should HUD grant supplemental CDBG-DR funding for the South Carolina Hurricane Florence disaster. Implementation Contractor fees for the resulting increased recovery project scope from such supplemental funding will be negotiated after the grant of any such supplemental funding.
13. Implementation Contractor 's Project Manager will provide all required reporting to the State's designated Program Management Director and/or his designated representative.
14. Implementation Contractor is required to employ sufficient capable personnel to complete the Hurricane Florence recovery program. Implementation Contractor must employ personnel in at least the following positions whose primary place of work assignment is SCDRO's headquarters – a project manager, a deputy project manager, an

invoice/ billing resolution specialist, a HUD CDBG-DR subject matter expert, and sufficient case workers or project specialists to timely complete the program according to the below metrics. Case workers or project specialists may be assigned to the regional office. Case workers or project specialists must remain assigned through the completion of all projects.

15. Implementation Contractor must provide a project management capability which timelines all aspects of the recovery and estimated completion of all tasks and provide the State with this data in the formal weekly briefing.
16. Implementation Contractor will provide a minimum of one executive briefing to the State per week which outlines all work to date, all work in progress, and all work planned both in the near term and long term. Briefings shall be conducted at SCDRO's headquarters. The briefing will include project timeline and MID-spending compliance.
17. Implementation Contractor must provide the State notice of all contractors it intends to hire to accomplish the recovery mission. All contractors and sub-contractors must meet South Carolina licensing and regulatory requirements for the field for which they are retained. All contractors and sub-contractors must comply with SCDRO's policies, procedures, and guidelines.
18. Implementation Contractor must establish and maintain a full transparency website clearly portraying all aspects of the recovery. The Hurricane Florence recovery website must integrate seamlessly with the current South Carolina Disaster Recovery website with the capability to cross-reference and provide links between sites for the 2015 Storm/Flood Recovery project and the 2016 Hurricane Matthew recovery project. Please see <http://scstormrecovery.com/> and <https://admin.sc.gov/SCDRO/Disasters>.
19. Implementation Contractor will establish and maintain liaison with all Volunteer Organizations Active in Disasters (VOAD) and all Long-Term Recovery Groups (LTRG) which are operating in the Hurricane Florence counties identified as eligible for assistance under *85 FR 4681*. It is important to SCDRO that the Implementation Contractor have situational awareness of all VOAD and LTRG home rebuilding and/or repair activities to best leverage the limited amount of funding in relation to available resources.
20. To incorporate VOADs and LTRGs into the Hurricane Florence recovery operation, Implementation Contractor must have a staff member who is a VOAD/LTRG coordinator or have a VOAD/LTRG partner. The coordinator or partner must be able to interface with the Crisis Action Network ("CAN") database and abide by CAN's personally identifiable information restrictions.
21. Implementation Contractor must provide an on-site compliance capability to ensure internal fiscal responsibility and provide the State with the result of all internal reviews.
22. Implementation Contractor is required to make all personnel, location, files and other pertinent information available to the State (and/or to the Federal government) at any time during the contract.
23. Implementation Contractor must abide by SCDRO's critical information requirements which requires notice within 2 hours of:
 - a. Any injury associated with the program resulting in immediate movement to a hospital or clinic for further treatment.
 - b. Any vehicle wreck associated with the program resulting in any program delay
 - c. Evidence that a citizen has perpetrated a fraud against the program
 - d. Any citizen's fraud complaint lodged against either the State, the Implementation Contractor, general contractor, or sub-contractors associated with the program
 - e. Any non-routine inspection conducted by any entity regarding the program
 - f. Any complaint by any person regarding harassment or discriminatory conduct regarding any aspect of the program or operation
 - g. Any loss, or potential loss, of citizen Personally Identifiable Information (PII) in any form to include paper or electronic loss, to include the loss of a computer containing PII
 - h. Any threat of legal action by a citizen against any contractor or the state which threat relates to any aspect of the program
 - i. Any allegation that the Implementation Contractor, its contractors, or sub-contractors have committed a crime while performing their work.
 - j. Information that an applicant is living in deplorable conditions

- k. Any home turned over to a client by a general contractor prior to a required governmental final inspection
 - l. Any instance in which a sub-contractor places a mechanic's lien on an applicant's home in the program
 - m. The diagnosis of any person, associated with the program in any way, of having a highly communicable disease including but not limited to: Cholera; Diphtheria; Infectious Tuberculosis; Plague; Smallpox; Yellow Fever; viral hemorrhagic fevers; communicable severe acute respiratory syndromes; Flu, coronavirus, or respiratory illness that can cause a pandemic
24. Given the Covid-19 Pandemic of 2020, Implementation Contractor must comply with U.S Centers for Disease Control (CDC) and South Carolina DHEC guidance and SCDRO rules regarding public and intra-office operations. Such requirements include but are not limited to social distancing, masks and shields, and sanitizing and cleanliness. This requirement remains in place until the CDC declares the Covid-19 Pandemic has resolved.
 25. Implementation Contractor will establish an escalation protocol for any citizen complaint/issue and must keep SCDRO informed as to the progress of all complaints.
 26. Implementation Contractor will provide an online appeals and complaint system capability which ensures citizens are informed and provided responses to questions, inquiries, and complaints within 2 working days.
 27. Implementation Contractor will direct all press or legislative inquiries to the Program Management Director.
 28. Implementation Contractor will report to the SCDRO any evidence of fraud discovered by the Implementation Contractor within 2 workdays of discovery.
 29. Implementation Contractor will ensure that all contract personnel who are based in SCDRO's headquarters (from prime to all sub-contractors associated with the contract) are identified by a standard color collared shirt and photo identification. The words: 'Disaster Recovery' and 'Contractor' are required to be clearly visible on both the shirt and photo identification badges. Contractor's field personnel and construction workers must wear a t-shirt or collared shirt with the words "Disaster Recovery Contractor".
 30. Though SCDRO has a vigorous inspection and compliance/monitoring program, Implementation Contractor must have its own inspection and compliance program to ensure construction work meets or exceeds applicable building code requirements and the program's housing quality standards. The Implementation Contractor inspectors will conduct program housing quality standards compliance inspections for each project.
 31. Implementation Contractor will ensure compliance with all Federal, State, and local environmental requirements and standards and follow all established environmental standards during the conduct of all work for the duration of the contract. Implementation Contractor will provide qualified environmental personnel who will perform required environmental and historical reviews. The State will conduct a tiered environmental approach to the housing recovery projects. Environmental compliance personnel may be co-located at SCDRO's headquarters or can perform their tasks offsite.
 32. Implementation Contractor will ensure strict compliance with all HUD standards and will adjust to any HUD updates. If the state decides to seek a HUD program waiver or an amendment to the Hurricane Florence Action Plan, Implementation Contractor will be responsible, at the direction of the State, for preparing the waiver or amendment along with all required supporting documentation.
 33. Implementation Contractor will provide customer service capability sufficient to provide eligible applicants with a phone call or communication outreach or application status update of at least a minimum of every other week. The client contact must be documented in the system of record.
 34. Implementation Contractor will provide expertise in the HUD CDBG-DR national objectives program and ensure compliance with information security requirements and employ defined security controls in accordance with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance.
 35. Implementation Contractor must utilize SCDRO's existing Special Case Panel process for approval of any eligibility determination outside of program guidelines, priority change outside of program guidelines, or proposed cost of replacement/repair estimates that exceed program guidelines for a type of repair or replacement or reconstruction; or a change order which exceeds program caps for a type of repair or replacement or reconstruction. SCDRO may, at its

discretion, refer any matter relating an applicant or contractor's project to its Special Case Panel for a decision.

36. Implementation Contractor shall establish a process by which it assesses the cost effectiveness of each rehabilitation or reconstruction project undertaken to assist a household. For any residential rehabilitation or reconstruction program Implementation Contractor must assess the cost effectiveness of each proposed project undertaken to assist a household, including criteria for determining when the cost of the rehabilitation or reconstruction of the unit will not be cost-effective relative to other means of assisting the property-owner, including through buyout or acquisition of the property, or the construction of area-wide protective infrastructure, rather than individual building mitigation solutions designed to protect individual structures.
37. Implementation Contractor must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) (Section 3) in order to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
38. Implementation Contractor will provide a grant and project management system of record which meets all state Personally Identifiable Information ("PII") security standards and includes role-based protections. SCDRO shall have administrative rights to the grant management system. The SCDRO Program Management Director will designate program personnel who will have access to the system of record and designate their level of access. The grant management system shall have the capability to lock access to a project file once the project is closed out and the file shall not be accessed further without notification to the SCDRO Program Management Director.
39. Implementation Contractor shall monitor, audit, and train its staff on the authorized sharing of personally identifiable information (PII) or other project sensitive data and the consequences of unauthorized use or sharing of such data.
40. Implementation Contractor will reimburse the state for any funds that HUD deems as having been spent for ineligible activities. Implementation Contractor will not be responsible for reimbursing the state for any funds HUD deems as spent for ineligible activity delivery costs if such costs relate to SCDRO's own employees' activities.

Strategic Communications

General Description: Strategic communications are the internal and external connections with audiences at all levels, including national, state, local counties and municipalities, volunteer organizations, and most importantly, the individual citizens affected by Hurricane Florence in September 2018. Internal communications refer to communications between those who are actively involved in recovery efforts, ensuring synchronization of efforts in a prioritized manner, and focused on recovering those most vulnerable first. Communications will, always be customer-service focused. Additionally, communications are intentionally meant to be transparent, keeping all informed on the latest in recovery efforts and on the proper utilization of recovery funds.

The Implementation Contractor shall execute the following missions as part of the overall contract as it relates to Strategic Communications:

1. Implementation Contractor will provide professional and responsive customer service through a variety of media. The Implementation Contractor must meet the SCDRO's designated level of communication and customer service outreach. The Implementation Contractor will provide their system and associated metrics for the minimal acceptable level of service for tracking, resolving, recording, documenting, and analyzing complaints and/or issues. The website must provide a means by which applicants can check the application or project status.
2. Implementation Contractor will establish a website that provides access to public information regarding the recovery. The website must be established within 90 days of contract award. SCDRO reserves the right to approve and/or disapprove all content on the website. Please see <http://scstormrecovery.com/> and <https://admin.sc.gov/SCDRO/disasters/HurricaneFlorence>.
 - a) Except for routine client communication, all public communication must be approved by the SCDRO.
 - b) Implementation Contractor will provide public recovery financial documents on the website.
 - c) Implementation Contractor will place on the website project data accounting for all of the completed and projects.

- d) Implementation Contractor will provide a link on the website to each established Long-Term Recovery Group (LTRG) within the state and provide updates as requested by the LTRG. This may include, but is not limited to, items such as meeting dates, locations, and key contact numbers.
 - e) Implementation Contractor will provide a link on the website to each established VOAD performing work within the state and provide updates as requested by the VOAD. This may include, but is not limited to, items such as locations, resources available, and key contact information.
3. Implementation Contractor's strategic communications program will comply with the Fair Housing Act and will include outreach in furtherance of Fair Housing objectives.
 4. Implementation Contractor will maintain and document consistent communications with state and local governmental organizations to include the entities with whom the Offeror communicated; the frequency of engagement and communication medium; and, the information provided.
 5. Implementation Contractor will, prior to the public use of any document, provide to the SCDRO for approval a copy of the proposed document. The Implementation Contractor will also provide to SCDRO for approval any program form or document that Implementation Contractor seeks to utilize with program applicants.
 6. The public website must use Wordpress™ as the content management system or a similar platform as approved by the State. The State owns the website and its content. If the Implementation Contractor maintains or operates the website during the recovery operation, the website will be turned over to the State at the conclusion of operations.
 7. Implementation Contractor will provide a weekly update on their plan to communicate with the most vulnerable citizens, keep stakeholders informed of the program's progress, outbound communications, and status of the website.

Intake and Eligibility Operations

General Description: Implementation Contractor will provide customer service-oriented intake support and eligibility operations for the disaster housing assistance program to address the unmet needs of residents directly affected by Hurricane Florence in September 2018. The intake support and eligibility caseworkers or project specialists will play an essential role in ensuring that delivery of assistance to program applicants is timely and responsive to customer needs, while ensuring and documenting eligibility, accountability and proper use of funds.

The State entity Palmetto Disaster Recovery (PDR) is conducting Hurricane Florence disaster case management pursuant to a grant from FEMA. In addition to PDR serving citizen survivors in need of disaster case management, the State seeks to seamlessly transfer into the CDBG-DR program those PDR clients who may be eligible for CDBG-DR housing relief. Because PDR has been performing Hurricane Florence disaster case management since September 2019, it has already identified some persons in need of housing relief and elements of PDR will transfer over to ongoing CDBG-DR intake for Hurricane Florence. It is anticipated that PDR, at the time of contract signing with the winning Implementation Contractor, will be able to transfer the information for approximately 700 un-prioritized citizens in need of housing relief. Because of the number of persons who will already have been identified as needing housing relief, the Hurricane Florence CDBG-DR intake period will continue for approximately 6 months after Implementation Contractor contract signing. Implementation Contractor's system of record must be able to accept the State's Microsoft CRM and/or OnBase Enterprise Information Platform data regarding those PDR identified disaster survivors who may be eligible for CDBG-DR housing benefits. The goal of this requirement to seamlessly transfer data to shorten the overall time period for providing housing benefits to disaster survivors who qualify.

As a minimum, the Implementation Contractor shall execute the following missions as part of the overall contract as it relates to intake support and eligibility Operations:

1. Intake support operations will begin within 45 days of contract execution unless otherwise agreed to by the State.
2. Intake application acceptance operations will last approximately 6 months.
3. The Implementation Contractor will provide intake support and eligibility case managers or project specialists who are capable of quickly and efficiently conducting application processing to include determination of program eligibility in accordance with all program requirements, ownership, FEMA, insurance and other payments, duplication of benefits, floodplain status, and other documentation as required.

4. The Implementation Contractor will ensure completed applications are entered into the appropriate grant management system of record.
5. The Implementation Contractor will ensure that an application can be securely initiated and completed via the public website.
6. The Implementation Contractor will ensure compliance with *The Stafford Act*, 42 U.S.C. §5121, *et. seq.*
7. The Implementation Contractor will ensure the CDBG-DR housing recovery program does not provide any duplication of benefits as set forth in federal law and HUD and program policy. Implementation Contractor will be responsible for reimbursing the SCDRO for any project duplication of benefits.
8. The Implementation Contractor will prioritize eligibility according to the State's established policy
9. The Implementation Contractor must perform research to determine if an applicant's real property or manufactured housing unit is encumbered by a mortgage or lien.
10. The Implementation Contractor will work to ensure all citizens receive the appropriate amount granted by law, policy, or guidance.
11. The Implementation Contractor will provide timely, ongoing communication with each applicant regarding all aspects of the applicant's case, home repairs, reconstruction, replacement, or new construction, and keep the citizen fully aware of all expectations and construction timelines.
12. The Implementation Contractor will ensure a smooth and standards-based information process flow system which enables efficient operations and will provide examples of how they intend to accomplish this mission within the proposal.
13. Implementation Contractor may be required to establish eligibility requirements for sub-grantees.
14. The Implementation Contractor will close out the applicant's file after final inspection, payment, and the expiration of the warranty period.

Intake Support Centers

General Description: Implementation Contractor will establish a regional office for intake support and may supplement the regional office with or mobile intake units (collectively referred to as intake support operations) in order to serve the applicants in a timely and customer service-oriented manner. The regional office will serve as an ongoing point of contact between the Implementation Contractor and applicant. It is vital that regional office operations support recovery primarily in the most impacted and distressed counties as well as each designated county in order to serve the most applicants in a responsive manner. Intake support and eligibility caseworkers or project specialists will work from the regional office and will talk directly with the applicant and families to determine their need in compliance with the SCDRO Hurricane Florence housing recovery program. It is important for employees at the regional office be friendly and knowledgeable in all aspects of the process. Lack of knowledge creates confusion and frustration so all employees must be trained to answer questions efficiently and effectively.

Implementation Contractor shall execute the following missions as part of the overall contract as it relates to the regional office/intake support center:

1. Implementation Contractor will establish one static regional office in one of the three most impacted and distressed counties (Horry, Marion, or Dillon). The office will serve as Implementation Contractor's regional office and the location must be approved by the state. The static intake center will be established within 45 days of contract execution. The static intake center will remain open for at until the earlier of either the completion of grant construction activities or the agreement by the state to close the location. Applications will be taken for six months and thereafter the location will be used for application completion and document acceptance, contract signings, or other support activities as identified by the state. The static intake center must be open weekdays from 9 a.m. to 5 p.m. In addition, for the first 3 months of the intake period, the location must be open on Saturdays from 9 a.m. to noon. The Implementation Contractor must provide mobile intake units for the remaining counties served by the HUD approved Hurricane Florence Action Plan. The mobile intake units will require that the Implementation

Contractor provide intake support services at various sites as determined by the State to best achieve intake in the remaining counties served under the HUD approved Hurricane Florence Action Plan. The regional office must be operational and staffed in a manner to reduce wait time and to accommodate working families. Although intake will stop after approximately 6 months, please see #4 above under General Management which requires Implementation Contractor to maintain a physical presence in one of the three most impacted and distressed counties (Dillon, Horry, and Marion).

2. The Implementation Contractor must be granted approval from SCDRO if it intends to close the static intake center/regional office prior to the completion of recovery construction activities.
3. The Implementation Contractor will provide a greeter/screener at the regional office to screen for basic eligibility and ensure the applicant understands applicant's obligation to obtain and provide all the required documentation needed determine applicant's eligibility and priority.
4. The Implementation Contractor will ensure exceptional customer service at the regional office. The State will not dictate the total number of employees at the regional office but expects each citizen to be addressed in a timely manner. The Implementation Contractor will provide a metrics-based customer service standard accounting for both time of transaction and overall number of customers expected to be served daily. These metrics will be presented to SCDRO at the weekly Executive briefing.
5. The Implementation Contractor will provide an appointment system for intake allowing for greater citizen predictability and less citizen wait time.
6. In extreme cases where mobile intake does not suffice, the Implementation Contractor's intake support or eligibility staff will travel to the home for those who have a valid appointment and are elderly, infirm, or do not have transportation. Additionally, SCDRO is not opposed to an offeror outreach program which brings the case management system to the citizen. If a home visit is necessary, Implementation Contractor will always have two staff members attend the home visit.
7. The regional office must be handicap accessible.
8. The Implementation Contractor will ensure that citizens who are deemed eligible know the next step in the process, have clearly defined expectations, and a viable timeline. In compliance with this requirement, Implementation Contractor will provide client with an easily understandable written or graphic document that sets forth the preceding information.
9. The Implementation Contractor will ensure that it has available a Spanish-speaking during the intake process. The static intake center/regional office and all mobile intake sites must display a Limited English Proficiency (LEP) placard at the regional office and any mobile intake support centers as well as accommodate LEP limitations during all follow up communications with citizens.
10. The Implementation Contractor will provide on-site staff who will ensure compliance with all aspects of the Fair Housing Act and conduct a program ensuring that the socially vulnerable, disadvantaged, or those that have limited English proficiency are able to fully understand the program.

Construction Management

General Description: Implementation Contractor will provide quality and timely construction management services for disaster housing recovery assistance, including all aspects of environmental compliance, damage assessments, and cost of repair estimates, inspection and work write-ups, repair or replace MHUs, repair or construct stick built or modular homes, progress inspections and payments, final inspection, securing the certificate of occupancy, and through the close-out process. It is the State's goal to conduct efficient and accurate damage assessments and cost of repair assessments. Environmental assessments must be timely. The goal of the coordinated assessments is to efficiently and effectively conduct the needed assessments with as little interruption to the applicant as possible. State program personnel may also attend any assessment for compliance and monitoring purposes.

The Implementation Contractor shall execute the following missions as part of the overall contract as it relates to Construction Management:

1. The Implementation Contractor must ensure all that of its personnel, including damage assessors and construction inspectors, contractors' field superintendents, and those personnel involved in the preparation of initial scopes of work or change orders must know and enforce program housing quality standards and housing policies (including mobile home installation standards, mold remediation, lead based paint, asbestos, floodplain elevation requirements, etc.).
2. Each general contractor working in the program must have qualified field superintendent(s) to ensure building code compliance and program HQS compliance. Field superintendents must approve each project as complete and ready for municipal and program final inspections.
3. The Implementation Contractor must conduct an initial damage inspection and repair estimate analysis on each home to establish the home's relative value to determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. It is imperative that the Implementation Contractor provide complete and accurate damage assessments and cost of repair estimates to avoid and minimize change orders.
4. The Implementation Contractor must assess the cost effectiveness of each proposed project undertaken to assist a household, including criteria for determining when the cost of the rehabilitation or reconstruction of the unit will not be cost-effective relative to other means of assisting the property-owner, including through buyout or acquisition of the property, or the construction of area-wide protective infrastructure, rather than individual building mitigation solutions designed to protect individual structures.
5. Implementation Contractor will acquire a set of standard house construction plans and elevations which will be utilized by all general contractors in the program. The plan sets will include a 2 bedroom/2 bathroom model; 3 bedroom/2 bathroom model; and 4 bedroom/ 2 bathroom model. Each plan set must also provide a handicap accessible/wheelchair friendly version. Additional basic requirements will be provided by the State. All plan sets must be approved by the state prior to use in construction.
6. For projects in which the housing solution is a new MHU or new modular or new stick-built home, the State will offer the following based on household eligibility:
 - a) MHUs – 3 bedroom/2 bathroom singlewide; or, if damaged MHU was a doublewide unit, then a 3 bedroom/2 bathroom doublewide or 4 bedroom/2 bathroom doublewide.
 - b) Stick built or modular – 2 bedroom/2 bathroom of approximately 960 sq. ft.; 3 bedroom/ 2 bathroom of approximately 1200 sq. ft.; and, 4 bedroom/2 bathroom of approximately 1400 sq. ft.
7. The State will pay for new stick-built homes and MHU replacements at a cost reasonable fixed price. Fixed price projects will be all-inclusive. The State intends to pay stick-built rehab and MHU rehab work on an Xactimate® based calculation that is cost reasonable for market and program conditions. Implementation Contractor contracts with construction contractors may be subject to review by the State and will be made available to the State upon request.
8. The Implementation Contractor will secure cost comparisons for each type of MHU or modular home that will be utilized in the program. The cost comparisons will be sought from at least two MHU manufacturers. If the lowest cost manufacturer is not selected, the Implementation Contractor will provide its selection justification, and all cost comparison documents will be made available to the State whether the bidder is selected or not. MHU models and floorplans must be approved by the State prior to purchase and installation.
9. The Implementation Contractor will ensure that all new MHUs installed as a part of this program are rated, at a minimum, for Wind Zone 2 and the MHU will be installed in compliance with the Wind Zone rating. Implementation Contractor will further ensure that all MHUs meet or exceed the energy efficiency requirements set forth in S.C. Code Ann. §12-36-2110(B)(4)
10. The Implementation Contractor must follow established process for all homes scheduled for demolition and dispose of mobile homes and all demolition/construction debris or hazardous materials in accordance with all local, state, and Federal guidelines, regulations, and ordinances.
11. The Implementation Contractor must conduct site reconnaissance in accordance with established policies and coordinate with eligible applicants a minimum of 72 hours in advance of arrival.

12. The Implementation Contractor must ensure all construction meets local and state building codes and established policies; must ensure that the work performed is of good and workmanlike quality; and, must conduct progress and final inspections and approve and make timely payments to subcontractors accordingly.
13. The Implementation Contractor is responsible for coordinating the timely move in/move out of applicants whose homes are being repaired or replaced to minimize the disruption to the applicant and minimize the amount of time the applicant is out of the home. The Implementation Contractor is also responsible for providing on-site storage units, if necessary, for the storage of an applicant's possessions during the time the home is being repaired. Management of on-site storage units shall be consistent with SCDRO's current on-site storage unit policy.
14. The Implementation Contractor must closely monitor all construction timelines and provide the State with weekly briefings.
15. The Implementation Contractor shall file program liens with the county in which the property is repaired; and, in the case of manufactured housing units, the filing of UCC statements with the S.C Secretary of State's office.
16. The Implementation Contractor shall handle title registration with the S.C. Dept. of Motor Vehicles for newly installed manufactured housing units and title retirement for manufactured housing units demolished as part of the program.
17. The Implementation Contractor must maintain all construction records documenting compliance from start up to file close-out.
18. The Implementation Contractor will conduct all environmental assessments, including but not limited to Tier 1 and Tier 2 assessments, lead based paint assessment, or asbestos containing materials assessments.
19. Implementation Contractor will provide, at a minimum, a weekly briefing to the state regarding the program intake, program construction progress, and program close out. The briefing will provide an update on program metrics as requested and established by the state.
20. As a part of the repair, rehabilitation or replacement analysis, the Implementation Contractor is expected to conduct a sufficient number of cost of repair estimates so that the program has a sufficient number of potential projects to reach the program goal of 500 homes and 15 rental units repaired, rehabilitated, or replaced.
21. SCDRO will retain 10% of each project cost to ensure warranty issues are timely addressed. Once a project is construction complete, if 45 days after construction complete there are no open warranties, then Implementation Contractor may submit an invoice for 5% of the project cost. If 90 days after construction complete, there are no open warranties, then Implementation Contractor may submit and invoice for 3% of the project cost. If after the 1 year there are no open warranties, then the contractor may invoice for the remaining 2% that was withheld for warranty compliance. The state will verify whether there are any open warranties at the points set forth above.
22. SCDRO will control the intake and documenting of warranty calls however, Implementation Contractor is responsible for timely and effective response in satisfying warranty obligations.
23. Implementation Contractor will comply with all construction standards, housing quality standards, and energy efficiency standards set forth in *85 FR 4681*.

Buyout Program

General Description: The Implementation Contractor shall support the Hurricane Florence buyout program. The program anticipates purchasing approximately 50 residential properties in target areas with the intent to demolish the structures and impermeable surfaces and create permanent greenspace, open space, or flood storage/overflow areas. Target areas include real property located within the 3 most impacted and distressed Hurricane Florence counties (Dillon, Horry, and Marion) as identified by HUD. SCDRO intends to reduce the impact of future disasters in areas that sustained past disaster damage or where there is high risk of additional disasters, such as a 100-year flood plain.

The program will undertake the buyout process set forth below. Implementation Contractor will be responsible for the buyout steps as noted.

1. Applicant will apply for buyout assistance through the single-family housing program. (SCDRO)
2. Evaluation and Eligibility will be determined by verifying household income, calculating DOB, and qualifying the property pursuant to a Tier 2 environmental review. (Implementation Contractor)
3. Entity responsible for acquiring the property will be identified. (SCDRO)
4. An appraisal will be conducted (Implementation Contractor)
5. Buyout assistance and incentives identified (SCDRO and Implementation Contractor)
6. Offer to Purchase extended (SCDRO)
7. If accepted, closing documents are completed (SCDRO)
8. Demolition completed (Implementation Contractor)

Training Program

General Description: The Implementation Contractor shall provide competent and adequately trained personnel with the qualifications, knowledge, skills and abilities to train all employees as well as all sub contracted employees, state government employees, and any other entity deemed by the State to undergo the training. Implementation Contractor shall execute the following missions as part of the overall contract as it relates to Training:

1. The Implementation Contractor will provide initial and ongoing training to all employees as well as all sub-contracted and state government employees on applicable state policies.
2. The Implementation Contractor will institute a testing program which ensures all attendees have a substantial understanding of the policy and can demonstrate understanding.
3. The Implementation Contractor will provide updated training on any policy changes to the workforce in a timely and efficient manner and retain records of everyone who has attended the training.

Compliance /Audit/Close-Out/Disallowed Costs

General Description: The Implementation Contractor shall execute the following missions as part of the overall contract as it relates to Compliance /Audit/Close-Out/Disallowed Costs:

1. The Implementation Contractor must interact with the State's robust internal audit staff dedicated to this contract and program. The Implementation Contractor must allow the State's internal audit staff to review compliance reports and other internal documentation.
2. The Implementation Contractor must comply with the State's right to audit. The State has the right to audit all aspects of the recovery program, including but not limited to all aspects of intake, eligibility, contracting, sub-contracting, materials purchases, equipment purchases, labor or employment costs, and the purchase of ancillary services. The State has the right to request all eligibility or construction project documents in connection with this right to audit.
3. The Implementation Contractor, in compliance with the State's right to audit, must make all documents available to the State upon request. The documents include but are not limited to all documents relating to intake, eligibility, contracting, sub-contracting, materials purchases, equipment purchases, labor or employment costs, and the purchase of ancillary services.
4. The Implementation Contractor must provide final grant close out procedures and a plan for the Implementation Contractor and the State to exchange all necessary grant, construction, case management and other programmatic files whether paper or electronic copies in order to meet HUD and State document retention requirements.
5. The Implementation Contractor must provide detailed information on how disallowed costs will be handled and addressed during this contract.
6. Implementation Contractor will be responsible for reimbursing the State for any disallowed cost related to eligibility; duplication of benefits; or eligible activities except those activities as noted in #40 of General management above.
7. The Implementation Contractor must provide or make available the system of record for a period of 8 years following program close out.

Projected Implementation Outcomes Based Payment Schedule

Start-Up Tasks:

- Implementation Contractor establishes a physical presence at SCDRO's headquarters in Columbia, South Carolina

- All program policies established and accepted by the SCDRO
- Review of MHU and stick built specifications, plans, and approval by SCDRO
- Implementation Contractor trains and certifies its employees
- Transparency website established and accepted by the SCDRO
- Strategic Communications Plan completed and accepted by SCDRO
- Intake Support/ Eligibility Operations Plan approved by SCDRO

Recurring Quarterly Responsibilities:

- Review/Update all program policies
- Implementation Contractor provides training and certification for all its employees and contractors as well as any training beneficial for SCDRO
- Review/Update transparency website
- Review/Update Strategic Communications Plan
- Review/Update Intake Support/Eligibility Operations Plan
- Review/Update construction progress and HQS quality compliance
- Review/Update warranty service responsiveness and work completion
- Review/Update project timeline projections and compliance
- Review/Update project financial projections and MID spending compliance

QUARTER	Projected Implementation Outcomes Schedule
Start-Up January 2021	Implementation Contractor established with a presence in South Carolina
	All program policies established and accepted by SCDRO
	Implementation Contractor trained and certified its employees and contractors
	Form of transparency website accepted by SCDRO
	Stick built plans for 2 BR/2 BA, 3 BR/2 BA, \$BR/2 BA and handicapped accessible version of each acquired by Offeror and reviewed and approved by SCDRO
	MHU models Implementation Contractor seeks to utilize in program are certified by Offeror as program compliant and reviewed and approved by SCDRO
	Strategic Communications Plan completed and accepted by SCDRO
	Intake Support / Eligibility Operations Plan approved by SCDRO
1st Quarter Jan–Mar 2021	700 Eligible PDR Intakes transferred to Implementation Contractor
	Eligibility processes underway
	Hurricane Florence website established
	All Provision Training Requirements Complete
	Recurring Quarterly Responsibilities
2nd Quarter Apr– Jun 2021	Intake Support / Eligibility Operations Ongoing
	60 Projects Complete
	Recurring Quarterly Responsibilities
3rd Quarter Jul – Sept 2021	150 Projects Complete
	Complete and Brief Internal Audit to the State
	Recurring Quarterly Responsibilities
4th Quarter Oct – Dec 2021	240 Projects Complete
	10 Buyouts Complete
	Recurring Quarterly Responsibilities
1st Quarter Jan – Mar 2022	330 Projects Complete
	35 Buyouts Complete
	Recurring Quarterly Responsibilities
2nd Quarter Apr - Jun 2022	420 Projects Complete
	50 Buyouts Complete
	Completed Internal Audit and Briefed To The State

	Recurring Quarterly Responsibilities
3rd Quarter Jul – Sept 2022	500 Projects Complete
	Recurring Quarterly Responsibilities
4th Quarter Oct – Dec 2022	All Audit Findings Reconciled With State
	Recurring Quarterly Responsibilities
	All Aspects Of Program Prepared For Closeout
1st Quarter Jan – Mar 2023	Closeout and Customer Service
	Recurring Quarterly Responsibilities
2nd Quarter Apr – Jun 2023	Closeout and Customer Service
	Recurring Quarterly Responsibilities
3rd Quarter Jul – Sept 2023	Closeout completed
	Final Payment

Contractor Implementation Cost Outcome Measures – Payment Schedule	
Completion of Startup Tasks	5.0%
Implementation Contractor (IC) has qualified 100 eligible applicants for construction	4.0%
IC has qualified 250 eligible applicants for construction	5.0%
IC has qualified 500 eligible applicants for construction, or enough applicants to complete construction, whichever is later	5.0%
Program has repaired, replaced, or reconstructed (R3d) 10 homes	2.0%
Program has R3d 60 homes	5.0%
Program has R3d 150 homes	7.0%
Program has R3d 240 homes	8.0%
Program has R3d 330 homes	7.0%
Program has R3d 420 homes	7.0%
Program has R3d 500 homes, or completed all construction activities, whichever is later	8.0%
Program has completed 10 buyouts	2.0%
Program has completed 35 buyouts	2.0%
All buyout funds have been expended or have been shifted to another program element	3.0%
Program expended 100% Rental Repair Program Funds	2.0%
Warranty Coverage on 50% of R3 Homes Expires	2.0%
Warranty Coverage on 100% of R3 Homes Expires	2.0%
Program has drawn 50% of grant funds from DRGR as reported in QPR	6.0%
Once 100 homes R3ed, if open warranties are less than 15% for all homes R3ed. Open warranties are calculated against the total number of homes in the active 1-year warranty period, forfeited if not met	2.0%
Once 250 homes R3ed, if open warranties are less than 10%. Open warranties are calculated against the total number of homes in the active 1-year warranty period, forfeited if not met.	3.0%
Once all homes are constructed, if 6 months later open warranties are less than 8%. Open warranties are calculated against the total number of homes in the active 1-year warranty period.	3.0%
Completion of Close Out Activities	10.0%
*Percentages and measures may change as amendments to Action Plan are accepted by HUD.	

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:
 The South Carolina Disaster Recovery Office
 632 Rosewood Drive
 Columbia, SC 29201;

Various construction project sites throughout the presidentially declared disaster counties; and

A regional office location to be determined in one of the Hurricane Florence MID counties (Dillon, Horry, or Marion).

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

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

Technical Proposals

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

Section 1

Cover Page, Contact Information and Acknowledgement of Amendment(s) – Include signed pages 1 & 2 of this solicitation document and a table of contents.

Section 2

Introduction – Qualifications & Experience

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

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

Section 3

General Management for all aspects of this project, including a comprehensive list of all subcontractors to be used at any stage of the project. Project Strategies

Section 4

Strategic Communications Project Strategies

- a. The Offeror will explain in detail how they intend to ensure the best customer service possible, including telephonic, print, multi-media, electronic and web-based mediums, and personal interaction. Additionally, the Offeror will address the LMI (low-moderate income) populations including, but not limited to, the non-English speakers, elderly, and illiterate.
- b. Offeror will explain how they will operate and maintain a public website, providing public transparency on progress and financial expenditures, pages for state approved Long Term Recovery Groups (LTRG) and VOADs, and links for Richland and Lexington counties as well as the City of Columbia.
- c. Offeror will explain how they intend to support effective communications with internal and external audiences at all levels of required engagements.
- d. The Offeror will describe how they intend to maintain consistent communications with state and local governmental organizations to include which entities, frequency of engagement via which communication medium, and their minimal amount of provided information.

Section 5

Intake and Eligibility Operations Project Strategies

- a. The Offeror will describe their Intake and Eligibility Operations system that will ensure high quality, responsive and timely customer service from application intake through file close-out.
- b. The Offeror will explain their method to document eligibility and no duplication of benefits.
- c. The Offeror will explain their method to provide quality control/checks and balances for eligibility and duplication of benefits.
- d. The Offeror will explain how they will coordinate with other state agencies, VOADs, and sub-contractors as deemed appropriate by the state.

Section 6

Intake Centers Project Strategies

- a. The Offeror will explain how they will set up the Intake Centers/Intake Operations in order to provide the best service for the applicants in a timely manner and in compliance with the Disaster Housing Assistance program.
- b. The Offeror will provide the number of Intake Centers to be open and in what counties.
- c. The Offeror will explain how the Intake Centers will be staffed and trained.
- d. The Offeror will explain how the Intake Centers will accommodate applicants with disabilities.

Section 7

Construction Management Project Strategies

Address how the offeror will:

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

Section 8

Training Plan Project Strategies

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

Section 9

Compliance /Audit/Close-Out/Disallowed Costs Compliance Program Project Strategies

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

Section 10

Customer Services Plan Project Strategies

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

Section 11

Timeline Project Strategies

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

Section 12

Attachments – Appropriate attachments as required by this solicitation including but not limited to:

- a. Attachment B – References
- b. Attachment E - Service Provider Security Assessment Questionnaire
- c. Evidence of (or ability to obtain) Insurance

- d. Minority Participation (located in IV. INFORMATION FOR OFFERORS TO SUBMIT)
- e. QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)
- f. A statement acknowledging QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015).

Price Proposal

Offeror shall provide a thorough and detailed presentation of all costs to be incurred for all services requested in the solicitation for the project. These costs are to be broken into two components:

1. Implementation Contractor Costs

- a. The Implementation Contractor Costs should include all Offeror’s costs associated with General Management, Strategic Communications, Intake and Eligibility Operations, Intake Centers, Construction Management, Environmental Reviews/Program, Training Program, and Offeror Compliance/Audit/Close-Out functions.
- b. The Implementation Contractor’s costs include all fees associated with public notice postings or publications, all fees associated with construction permitting or licensing, and all fees relating to program lien filings or UCC filings.
- c. Outline pricing for the contractor’s cost to include a breakdown of your rates for General Management, Strategic Communications, Intake and Eligibility Operations, Intake Center, Construction Management, Environmental reviews/program, Training and Compliance/Audit/Close-Out Operations.
- d. This component of the cost will be paid to Implementation Contractor on a performance and outcome basis which is included in the Contractor Implementation Cost Outcome Measure Payment Schedule. Once the measure has been met and verified by state staff, a payment will be rendered according to the schedule. For example, once all Startup Tasks have been completed, then Implementation Contractor would be paid 5% of the Contractor Implementation cost.

2. Program/Direct Cost

- a. The Program/Direct Costs include the actual construction costs to repair/replace/rehab eligible homes, delivery/setup/other costs associated with new Mobile and Modular home program, and other programs included in the State’s Action Plan.
- b. This component of the cost will be paid in a timely manner once approved by state staff in accordance with program policies and procedures. In essence, these costs will be paid as incurred by the Implementation Contractor .
- c. Under no circumstance should the combined Implementation Contractor Cost and Program/Direct Cost exceed \$60,500,000.
- d. Based on the Projected Implementation Outcomes Based Payment Schedule Offer must discuss its financial strength and capabilities of performing its responsibility as outlined in the schedule.

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

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

MINORITY PARTICIPATION (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 (MODIFIED)

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]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:

OFFERORS MUST HAVE EXPERIENCE IN MANAGING CDBG-DR HOUSING RECOVERY PROGRAMS

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]
[05-5010-2]

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD CRITERIA -- PROPOSALS (JAN 2006)

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

AWARD TO ONE OFFEROR (JAN 2006)

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

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

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

EVALUATION FACTORS -- PROPOSALS (MODIFIED)

Offers will be evaluated using only the factors stated below. Two sets of evaluation criteria are included in this RFP. Each proposal received will be evaluated against the Phase I set of criteria indicated below. The top 3 Offerors will be required to provide an in-person presentation and demonstration of their proposed solution and will be evaluated against the Phase II set of criteria indicated below. The Phase II criteria includes the presentation regarding strategy, qualifications and staffing, experience, and demonstration of system of record.

Each proposal received will be evaluated against the Part I - Proposal Evaluation Criteria indicated below which does not include a presentation. The evaluation criteria shall be worth up to 60 points total as follows:

Part I – Proposal Evaluation Criteria (60 Points Maximum):

- A. Project strategy (5)
- B. Qualifications and project staffing (20)
- C. Experience in CDBG-DR programs, particularly housing recovery operations (20)
- D. Proposed grant and project management system of record (5)
- E. Price Proposal (10)

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

Part II - Presentation Evaluation Criteria (40 Points Maximum):

- A. Project strategy (5)
- B. Qualifications and project staffing (10)
- C. Experience in CDBG-DR programs, particularly housing recovery operations (20)
- D. Demonstration of grant and project management system of record (5)

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an

alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

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

[07-7A020-1]

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by

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

OPEN TRADE (JUN 2015)

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

PAYMENT and INTEREST (FEB 2015)

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

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

CONFERENCE -- PRE-PERFORMANCE (MODIFIED)

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

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 LIABILITY INSURANCE - GENERAL (FEB 2015)

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

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

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

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

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

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

(d) For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor’s insurance and shall not contribute with it. (e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

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

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

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

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

[07-7B056-2]

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

[ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any offeror

having concerns with any specific requirements of this clause should communicate those concerns to the procurement officer well in advance of opening.]

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

(b) Coverage must include claims for:

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

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

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

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

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

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

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

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

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

(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insured 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'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 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 USE OF STATE PROPERTY (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

DISPOSAL OF PACKAGING (JAN 2006)

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

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or

services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

INDEMNIFICATION-THIRD PARTY CLAIMS – DISCLOSURE of INFORMATION (FEB 2015)

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

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

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

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

INDEMNIFICATION - INTELLECTUAL PROPERTY (JAN 2006)

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

Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

INFORMATION SECURITY - DEFINITIONS (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

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

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

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

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

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

Voice means all oral information regardless of transmission protocol.

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

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

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

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

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

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

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

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

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

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

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

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

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

INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

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

[07-7B106-1]

INFORMATION USE AND DISCLOSURE (FEB 2015)

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

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

(b) Legal mandates. Contractor shall be permitted to use, disclose, or retain government information to the limited extent

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

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

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

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

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

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

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

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

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable:

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

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

- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

LICENSES AND PERMITS (JAN 2006)

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

OFFSHORE CONTRACTING PROHIBITED (FEB 2015)

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

OWNERSHIP OF DATA and MATERIALS (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

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

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

this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

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

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

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

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

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

[07-7B212-1]

SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)

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

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 years, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (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 1year(s), 0month(s), and 0day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

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 090 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

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

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the

State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

PRICE PROPOSAL (JAN 2006)

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

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

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

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

Attachment A

Demonstration Presentation Script

South Carolina Disaster Recovery Office Full Spectrum Disaster Recovery Operations to Implement the State's Community Development Block Grant-Disaster Recovery (also referred to as the CDBG-DR) Action Plan

Company Name: XXXXX

Presentation Time: **Assigned Time Line**

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

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

Presentation (2) hours

The Offeror must address the following points during the presentation:

A. Presentation of Proposal

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

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

- a. Strategic Communication
- b. Intake/Eligibility Operations
- c. Information Technology and System of Record
- d. Internal Auditing and Compliance
- e. Construction Management
- f. Program Closeout

- 2. Demonstrate the capabilities of your grant and project management system of record**

- 3. Presentation assignment: The Next Three Years**

- a. Describe the strategic approach you would recommend for implementation of the overall recovery operations.
- b. Discuss the methodology and review the work plan/timeline that demonstrates a full understanding of the services required, as outlined in the solicitation.
- c. Discuss the detailed outline/timeline of the proposed plan for the first, second and third year of the

contract.

B. Previous Experiences/Best Business Practices

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

**Attachment B
References**

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

Reference 1

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

Reference 2

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

Reference 3

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

Reference 4

Name of Organization _____

Point of Contact _____

Telephone _____

E-mail _____

Reference 5

Name of Organization _____

Point of Contact _____

Telephone _____

Attachment C

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

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

[09-9005-2]

Attachment D
OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

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

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

[09-9010-1]

Attachment E
SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

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

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

9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?
10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?
11. Describe your incident response policies and practices.
12. Identify any third party which will host or have access to government information.

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

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

By: _____ (authorized signature)

Its: _____ (printed name of person signing above)

(title of person signing above)

Date: _____

SPSAQ (JAN 2015) [09-9025-1