	State of South Carolina *Request for Proposal* **Amendment 1**	Solicitation Number: **5400030211** Date Issued: November 5, 2026 Procurement Officer: Nathan Dawson Phone: (803) 896-1161 E-Mail Address: *nathan.dawson@admin.sc.gov* Mailing Address: 4430 Broad River Road Columbia, SC 29201

DESCRIPTION: K12 E-Rate Internet Services

USING GOVERNMENTAL UNIT: Statewide Term Contract

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

SUBMIT OFFER BY (Opening Date/Time): ~~**11/17/2026**~~ **12/04/2026** **11:00 am** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~**10/27/2026 5:00 pm**~~ (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One online submission and One Redacted Copy submitted online.**

Initial here if NO redacted copy is necessary_____

CONFERENCE TYPE: ~~**Pre-proposal Conference**~~ DATE & TIME: ~~**10/27/2026 11:00am**~~ (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: ~~**Teams Online Conference**~~ (email nathan.dawson@admin.sc.gov before 12:00 noon on 10/26/2026 for call-in instructions) (See Section IIB "Conference – Pre-Bid/Proposal" clause)

AWARD & AMENDMENTS	Award will be posted on ~~**12/08/2026**~~ **12/18/2026.** The award, this solicitation, any amendments, and any related notices will be posted at the following web address: www.procurement.sc.gov.

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of 90 calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

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

___ Sole Proprietorship ___ Partnership ___ Other_____

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

COVER PAGE (NOV. 2007)

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

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledge 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 (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

****PREFERENCES DO NOT APPLY TO REQUEST FOR PROPOSALS PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(5)(b)]****

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

****PREFERENCES DO NOT APPLY TO REQUEST FOR PROPOSALS PER SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(5)(b)]****

____In-State Office Address same as Home Office Address ____In-State Office Address same as Notice Address **(check only one)**

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AMENDMENT #1

Solicitation #5400030211

IMPORTANT NOTICE:

In order to make the solicitation document easier to read, the State has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the "Pre-Award" and "Post Award" phases of this procurement. Prospective Offerors should discard the original solicitation document and use this document when preparing their on-line bids.

In an effort to assist your review of the amendment, we have endeavored to highlight changes in yellow. To use this feature, offerors will need to view the electronic version of this document. Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, Offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

Please also note: the State is in the process of transitioning from it current online bid submittal system (SRM) to a new e-procurement system (SCPro). SCPro is scheduled to go live on November 9, 2026. After this date a new solicitation will be created and posted. An Amendment in SRM will then be created, and suppliers will be notified of the new SCPro solicitation number with a link to that new solicitation. Suppliers will respond to that new SCPro solicitation in SCPro.

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SECTION I. SCOPE OF SOLICITATION

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (MODIFIED)

The South Carolina Department of Administration, Office of Technology and Information Services (OTIS) seeks responses from qualified service providers to provide statewide internet services for the K-12 E-Rate program (the Universal Service Program for Schools and Libraries). One vendor will be selected to provide Category 1 internet service for participating E-Rate-eligible K-12 schools and libraries statewide. . The Contractor must comply with the FCC E-Rate program rules and regulations as well as the enclosed description and/or specifications and conditions described in Section III, Scope of Work, below.

TELECOMMUNICATIONS AUTHORITY & PROCUREMENT CODE EXEMPTION

All Offerors are advised that the services requested under this Request for Proposal are being acquired using the Telecommunications Authority as set forth in Section 1-11-430 of the South Carolina Code of Laws and the South Carolina Consolidated Procurement Code Exemption #114 (7/14/93). After reviewing this solicitation document, Offerors should advise the Department of Administration procurement officer of any problems they perceive where this may bear upon their ability to comply. Such questions and/or concerns must be presented in writing to the Procurement Official listed above by the date and time specified on the front of the solicitation.

MAXIMUM CONTRACT PERIOD – ESTIMATED (MODIFIED)

~~Start date: **07/01/2027** End date **06/30/2034**~~. Start date: **12/21/2026** End date **06/30/2034**. 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 initial term of the contract will be any transition period plus five years, and there will be two one-year options to renew. The maximum contract life is seven years.

SECTION II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED)

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

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

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor.

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

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

CPE is an acronym for customer premise equipment.

CPU is an acronym for central processing unit.

CRC is an acronym for cyclic redundancy check.

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.

QOS is an acronym for quality of service.

SNMP is an acronym for simple network management protocol.

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 a "Statewide Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Its abbreviation is "UGU." Reference the clauses titled "Purchase Orders" and "Statewide 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.

AMENDMENTS TO SOLICITATION (MODIFIED)

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.

D. It is requested that Prospective Offerors do not request status updates with regard to any tentative amendments being issued.

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, the most recent notice of extension of award. Such notice will also be sent electronically to all Offerors responding to the Solicitation.

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 (MODIFIED)

The Procurement Officer is an employee of Admin 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). Admin is not a party to such contracts, unless and to the extent that Admin 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.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

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 (JUL 2023)

("OCI FAQ for Contractors" is available at www.procurement.sc.gov) (a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or 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. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award.
[02-2A047-3]

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 WORKPLACE 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]

MULTIPLE OFFERS (MAR 2024)

Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

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]

PRICING (MAR 2024)

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined.

(b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C.
[02-2A082-2]

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. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five days prior to opening unless an earlier date is stated on the Cover Page.

(b) Email is the preferred method for submitting questions to the procurement officer, Title the "Subject Line" of your email, "**Questions 5400030211 – K12 E-Rate Internet Services**". Questions must be submitted in an easily copied format such as Microsoft Word. Please submit text only. No tables, charts, special characters, submitted along with your questions.

Email: **nathan.dawson@admin.sc.gov**

(c) 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.

(d) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

REJECTION/CANCELLATION (MODIFIED)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part.

RESPONSIVENESS (MAR 2024)

(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive

(i) if it does not constitute an unambiguous offer to enter into a contract with the State, or

(ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements.

(b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105- 3]

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 venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

(e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday 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://www.scemd.org/closings. [02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.**

(b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree 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 you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

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]

VENDOR REGISTRATION MANDATORY (MAY 2024)

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 Doing Business with Us. Then 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. **Note that your vendor registration submission may take up to 30 days to process due to high numbers of registrants.** Vendors must keep their vendor information current. If you are already registered and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate “Update vendor number” with your existing 10-digit vendor number. (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 South Carolina Business One Stop, http://scbos.sc.gov) [02-2A145-2]

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]

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

CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

Pre-Bid/Proposal Conference Date and Time: **10/27/2026 at 11:00am.**
Location of Pre-Bid/Proposal Conference: **Teams Online Conference**

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 above. **Have a copy of the solicitation ready so you can follow the discussion.** 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.

This solicitation includes a NON-Mandatory Pre-Proposal Conference. While attendance is not required, Offerors are strongly encouraged to attend and participate. The purpose of the Pre-Proposal Conference is to identify items that are in error, unclear, or unduly restrictive.

If you would like to participate in the Conference, please email the Procurement Officer at nathan.dawson@admin.sc.gov before 12:00noon on 10/26/2026 to obtain instructions on how to do so.

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:

Volume I - Technical Proposal

Volume II - Business Proposal.

Each part should be submitted separately.

(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)

If requested by the Procurement Officer, or you are unable to submit your Offer online, you must submit an electronic copy or copies 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 technical proposal or business proposal. If multiple disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent

Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

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

[02-2B105-2]

(c) If you have issues entering an online offer, you must contact the SCEIS Help Desk for assistance at (803) 896-0001 and follow the prompts. You may also contact the SCEIS Help Desk on-line at http://www.sceis.sc.gov/vendorrequests/.

Do NOT contact the Procurement Officer with problems entering an offer into the system. Only questions regarding the solicitation document should be addressed with the Procurement Officer.

(d) Do not wait until the last minute to submit your offer. If an online offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

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]

SECTION III. SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

The South Carolina Department of Administration, Office of Technology and Information Services (OTIS) seeks responses from qualified service providers to provide statewide internet services for the K-12 E-Rate program (the Universal Service Program for Schools and Libraries) as outlined in this solicitation and its attachments. OTIS is responsible for implementing the state's federated model for enhancing and protecting information technology resources and for the utilization of IT shared services across covered state agencies. This centralized focus ensures governance and oversight while requiring agencies to implement standardized technologies and information security controls, policies, and guidelines. This procurement supports the plan's objective in promoting efficient IT services for state government. OTIS thus seeks to obtain the services in the most cost-efficient manner possible.

One vendor will be selected to provide Category 1 internet service for the entire state. The Contractor must comply with the FCC E-Rate program rules and regulations as well as the enclosed description and/or specifications and conditions.

The Contractor will serve as the single statewide provider for provisioning Internet Services for K-12 public schools or libraries. Managed Router Service offering is required. All issues relating to delivering the service will be the Contractor's responsibility. If the current Supplier is different from the awarded Contractor, the Contractor must be able to transition the entire existing Internet Services at any K-12 public school or library installed location(s) in South Carolina to the new Internet Services, by July 1st, 2027, at any K-12 public school or library contracted network and maintain this service for the life of the contract. There are approximately 220 circuits ranging from 10 Mbps to 50 Gbps. Additional eligible K-12 schools and libraries may be added during the contract term only through Admin's approved consortium/participation process and subject to applicable E-Rate entity-eligibility, authorization/LOA, funding-year, FCC Form 471, and service-start requirements; addition to the contract does not by itself establish E-Rate funding eligibility.[

K-12 E-Rate Data Transport Services are out of scope for this solicitation. These services are being provided through Contract 4400038702, awarded under Solicitation 5400028481:

https://apps.sceis.sc.gov/SCSolicitationWeb/contractSearch.do?solicitnumber=5400028481

PURPOSE

The primary objective for establishing this contract is to secure discounted services for public schools and libraries in partnership with the E-Rate program. The resulting contract will be awarded to a single vendor, ensuring compliance with the Federal Communications Commission (FCC) and Universal Service Administrative Company (USAC) rules.

The Contractor is required to:

- Partner with the State on a 5-year contract with two optional one-year extensions.
- Provide state-of-the-art, secure Internet access and services
- Support UGU connectivity requirements of varying size and scale
- Enable localized support for the individual UGU
- Provide Tier 1, Tier 2, and Tier 3 support services
- Support Reporting and Direct Billing for OTIS and individual UGUs with all reporting being made available to the OTIS Contract Manager

REQUIREMENTS

The Contractor must utilize their standard business processes and service models in providing Statewide Internet Services (SIS) insofar as it is possible given the state's requirements. The Contractor shall avoid unnecessarily increasing the cost or complicating the delivery of the services outside of their standard business practice.

1. E-Rate

1.1 The Contractor shall participate in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). The Contractor acknowledges that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") funds.

1.2. The Contractor shall provide and maintain a valid Service Provider Identification Number (SPIN) and a valid Federal Communications Commission Registration Number (FCCRN).

1.3. The Contractor shall participate in the E-rate program and shall fully cooperate in all aspects with the Committee, DTO (administrator of the E-rate program), and the Universal Service Administrative Company ("USAC") to ensure receipt of all E-rate funding for which application is made and to which it is entitled.

1.4. The Contractor shall provide all information and documentation that may be needed to prepare E-rate applications and/or to document transactions eligible for E-rate funding.

1.5. The Contractor shall agree to fully cooperate and maintain documentation to support USF Audit and Document Retention requirements.

1.6. The Offeror shall provide certification that the firm is not subject to the Red Light Rule and will notify OTIS if they are placed on Red Light Status with the FCC.

2. Availability of Services

2.2. The Contractor is required to support various circuit connectivity types for access to the Internet. The Contractor shall provide high speed, dedicated, symmetric access to the Internet. These circuits range from 10Mb to 50Gb.

2.3. The Contractor shall provide a 99.99% or better level of service availability per month (Monthly Available Percentage). ***See Attachment 4, Service Level Agreements, SLA#11***. This includes the local loop. This does not include planned maintenance. The service is considered unavailable from the time a Trouble Ticket is opened until service is completely restored. The Monthly Available Percentage shall be calculated as follows:

Monthly Available Percentage equals the (Number of minutes per month available) divided by the (Number of minutes in the month)

2.4. The Contractor shall provide latency less than or equal to five milliseconds between the UGU's equipment and the Contractor's equipment.

3. Managed Internet Router Service

3.2. The Contractor's managed internet router service shall interface with Customer Provide/Premises Equipment (CPE).

3.3. The Contractor's managed internet router service shall include the following services:

a. Device health monitoring (interface errors, CPU/memory utilization, etc.)
b. Troubleshooting hardware issues (errors on interfaces, CRC, Collisions, etc.)
c. Responding to alarms from the Network Management Systems.
d. Bandwidth utilization, Latency, Up/Down, CRC
e. Simple Network Messaging Protocol (SNMP) monitoring and reporting tool
f. Trending and historical reporting of monitored devices
g. Configuration management and backup of configuration files in router
h. Customer web-based access to management tools and reports
i. Internet Health and Connectivity with monitoring and support
j. Troubleshooting with broadband vendors to resolve Internet outages
k. Scheduled maintenance including patches and minor updates
l. Quality of Service performance related issues trouble shooting support

m. Functional changes including access control lists, network address translations, static route changes, etc.
n. Syslog database management
o. Threshold Reviews (define alarms and violations) QOS, Bandwidth, errors.
p. Security issues troubleshooting and implementation support.

The Offeror will describe how each of these services will be part of the managed internet router service.

3.4. The Contractor must use the implementation plan approved by DTO.
3.5. The Contractor shall make public ip addresses space available in this service offering.
3.6. The Contractor must be classified as a Tier 1 or Tier 2 internet service provider.

4. E-Rate Compliance Specifications

4.2. The Contractor must comply with 47 C.F.R. Part 54, Subpart F (§§ 54.500 et seq.), other applicable provisions of Part 54 (including §§ 54.9 and 54.10), applicable FCC orders, the Eligible Services List for each funding year, and then-current USAC requirements and procedures. The requirements summarized below are not exhaustive.
4.3. Federal Competitive Bidding and FCC Form 470
4.4. Admin intends to associate this solicitation and all material solicitation amendments with its FY2027 FCC Form 470 in EPC. The E-Rate competitive-bidding requirements apply in addition to any applicable state procurement requirements. All material information necessary to prepare a responsive proposal will be made available to all potential Offerors through the procurement process and, when required, EPC.
4.5. No service provider will be selected and no legally binding agreement will be executed before the Allowable Contract Date (ACD). The State will allow at least 28 days after certification of the FCC Form 470 and, when applicable, at least 28 days after a substantive amendment to the FCC Form 470 or associated RFP documents before provider selection or contract execution. Admin may extend solicitation or award dates as necessary to satisfy E-Rate requirements.
4.6. Any reference in this solicitation to a manufacturer, brand, make, or model shall be deemed to include 'or equivalent,' unless the reference identifies an existing State system solely to describe an interoperability requirement and the referenced product or service is not itself being procured under this solicitation. Any proposed equivalent must satisfy the stated functional, performance, interoperability, security, and E-Rate eligibility requirements.
4.7. For Funding Year 2027, Offerors shall follow the bid-submission and communication procedures stated in this solicitation and applicable EPC/USAC procedures. Nothing in this solicitation should be read to impose the FCC's new USAC-managed bidding-portal procedures before the funding year in which those procedures become applicable.
4.8.

- **National Supply Chain Security**

  Universal Service Fund support may not be used to purchase, obtain, maintain, improve, modify, or otherwise support equipment or services prohibited by 47 C.F.R. §§ 54.9 or 54.10 or by then-current FCC national-security designations and the FCC Covered List. The Contractor shall ensure that it and its subcontractors do not provide prohibited equipment or services in connection with any E-Rate-supported service under this contract and shall promptly notify Admin of any change that affects compliance.

- **Global SPIN Changes**

  If the Contractor is acquired, sold, merged, changes its name or ownership, or experiences another event that may affect its SPIN/498 ID, the Contractor shall comply with then-current USAC SPIN-change procedures and promptly notify the Procurement Officer and State E-Rate Coordinator in writing of any required SPIN change, service-provider change, contract amendment, or E-Rate filing.

- **Service Provider Annual Certification (SPAC)**

  The Contractor shall file FCC Form 473 (Service Provider Annual Certification or SPAC) for each SPIN/498 ID for every funding year in which it participates under this contract. The applicable SPAC must be on file before USAC can process and pay SPI or BEAR invoices and should be filed no later than June 30 of the applicable funding year, or earlier if directed by Admin to protect invoicing timelines.

- **Document Retention**

  The Contractor shall retain all E-Rate-related records required by FCC and USAC rules for at least 10 years after the later of (i) the last day of the applicable funding year or (ii) the service delivery deadline for the funding request, and longer if required by law, audit, appeal, investigation, litigation hold, or written direction from Admin. The Contractor shall provide E-Rate-related documentation to the participating school, library, consortium, State E-Rate Coordinator, USAC, FCC, or other authorized auditor upon request.

- **Gift Restrictions**

  The Contractor shall comply with the gift restrictions in 47 C.F.R. § 54.503(d), including the $20-per-item and $50-per-service-provider-per-funding-year exceptions stated in the rule. The Contractor also shall not provide free services, credits, donations, rebates, or other consideration that directly or indirectly relieves an applicant of its required non-discount share or circumvents the E-Rate competitive-bidding rules.

- E-Rate Eligibility, Invoicing, and Applicant Share

  Eligibility will be determined under the FCC/USAC rules and Eligible Services List applicable to each funding year. The Contractor shall separately itemize eligible and ineligible services, taxes, surcharges, administrative charges, security services, credits, rebates, and other adjustments in sufficient detail for Admin and each participating entity to prepare, support, and audit its FCC Form 471 and invoices.

  The Contractor shall support the USAC invoicing method selected by Admin or the applicable billed entity for each FRN, including the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) method as permitted by program rules. The Contractor shall timely maintain all registrations and certifications required for the selected method, including its SPAC and, to the extent the Contractor receives USF disbursements, a current FCC Form 498 and active SAM.gov registration/UEI and banking information as required by USAC.

  The Contractor shall bill and collect the applicant's required non-discount share and any E-Rate-ineligible charges in accordance with program rules. No credit, rebate, discount, donation, administrative arrangement, or other consideration may be structured to waive or offset the applicant's required non-discount share or to cause USAC to reimburse more than the properly discounted eligible amount.

  If E-Rate support is denied, reduced, or recovered to the extent caused by the Contractor's breach of an E-Rate obligation in this contract, inaccurate Contractor certification or billing, provision of an ineligible or prohibited product or service contrary to the contract, or failure to timely provide required documentation, the Contractor shall credit or refund the affected Using Governmental Unit for the amount attributable to the Contractor's noncompliance, subject to the other remedies and limitations in this contract.

5. Geographic Delivery Scope of Contract

The geographic scope of this Solicitation is domestic delivery in the 46 counties in the State of South Carolina.

6. Statewide Internet Service Providers Upstream Connectivity

6.1. Statewide Internet Service providers shall have connectivity to at least three, diversely connected upstream Internet Service Providers (ISPs) with each ISP able to accommodate all UGU Internet Access subscriptions.

6.2. The structure of the three upstream ISPs shall follow one of these Tier models:

- Tier 1 ISP, Tier 1 ISP, Tier 1 ISP
- Tier 1 ISP, Tier 1 ISP, Tier 2 ISP
- Tier 1 ISP, Tier 2 ISP, Tier 2 ISP

6.3. Internet peering using Border Gateway Protocol (BGP) between the UGU, the State Internet Service Providers and their upstream ISPs is required.

7. UGU Interface and Compatibility with Common Carriers, etc.

UGU connection points are located throughout the State of South Carolina. The UGU will have no minimum number of connections to Contractor Points of Presence (POPs). UGU shall connect to the Contractor's Networks via Ethernet facilities.

7.1. The Contractor shall connect to the UGU's Network via Contractor-provided access circuits and routers/switches (this is the demarcation point) at network aggregation points throughout the State of South Carolina.

7.2. The Contractor is responsible for maintenance and configuration of all equipment on their side of the demarcation point. The UGU will provide a router/switch port and cable suitable for connection with the Contractor's communication equipment. The UGU will be responsible for the connection and configuration of all equipment on the UGU's side of the demarcation point.

7.3. The Contractor shall be solely responsible for the compatibility of the proposed service and equipment with any and all circuits and facilities as provided by the local telephone company(s), common carriers, and any other providers. The Contractor is therefore responsible for identifying, resolving, and supplying any system interface requirements that may be necessary in this regard.

7.4. The Contractor shall assume sole responsibility for determining and arranging all points of interface with such external networks and carriers as necessary to meet all such requirements.

8. Domain Name Services

The Contractor shall be able to provide primary and secondary DNS (Domain Name Services) when requested.

9. Distributed Denial of Service (DDoS)

9.1. The State requires DDoS services to be provided by the Contractor. Per the Pricing Template (Attachment 2 - Amended), the Contractor shall price DDoS separately from Category 1 Internet access. DDoS shall be treated as E-Rate-ineligible unless the applicable funding year's Eligible Services List or other controlling FCC/USAC authority expressly permits E-Rate support for the proposed DDoS service.

9.2. The Contractor shall provide a 7 x 24 x 365 managed security service to detect and mitigate distributed denial of service attacks prior to reaching any UGU network connection. The service shall identify and block malicious packets in near real time to prevent a negative impact to the flow of network traffic.

9.3. The DDoS service shall include the necessary equipment (network-based detectors and mitigation facilities), monitoring, management, and a web portal (for Subscriber access to service and status reports). Reports shall provide anomaly information, historical archives, and current status.

9.4. The DDoS service shall not require additional bandwidth or premise equipment.

9.5. Upon service activation, the Contractor shall analyze UGU traffic flow data and patterns within such data in order to baseline UGU traffic patterns to aid in determining when a DDoS attack is occurring.

9.6. The DDoS service shall monitor the network traffic for the IP addresses the UGU designates for protection.

9.7. The Contractor's detection facility shall send an alert to their Network Operations Center and the UGU technical point of contact when it detects a DDoS attack.

9.8. The Contractor shall issue alert(s) about IP threat(s) via email, phone call, or text messaging as specified by the UGU.

9.9. When the Contractor's detection facility detects a DDoS attack, it shall reroute the affected traffic via pre-scripted BGP announcements to the network scrubbing facilities. The facilities shall scrub the traffic and pass what is determined to be valid traffic to the upstream access router. The Contractor will continue to

monitor the scrubbed traffic for DDoS attacks until it is determined that the attack has subsided at which point normal traffic routing is restored.

9.10. The Contractor shall provide for an unlimited number of DDoS mitigations on each Internet connection.

9.11. The Contractor shall not limit the size of the attack for DDoS mitigation.

9.12. The Contractor shall not rate limit the flow of legitimate network traffic.

9.13. The Contractor shall provide mitigation options to include automatic mitigation and manual mitigation. Automatic mitigation involves the start of mitigation prior to UGU notification. Manual mitigation involves the start of mitigation after consultation with the UGU point of contact.

9.14. The Contractor shall provide annual DDoS service testing from an independent vendor whereby a volume of data traffic that exceeds the UGU defined threshold is generated to simulate an attack in order to assess the systems for alert and mitigation validation.

9.15. The Contractor shall provide a secure service portal that provides IP Threat and Traffic anomalies, links to patches and other security information.

9.16. The service portal shall provide information that defines the threat and traffic levels on a combined view of the U.S. Homeland Security threat level, the Contractor network security level, and the Contractor network traffic level. This information defines the current conditions of the performance and threat levels with a link to view the near real-time performance of the Contractor's IP backbone.

9.17. The service portal shall provide the ability to set up alert and advisory notification preferences and filter out notifications that do not pertain to their network environment.

9.18. The service portal shall provide the ability for the UGU to select alerts and advisories sent to them based on severity and port/protocol, based on a list of categories, or to eliminate all from being sent.

9.19. The service portal shall provide history and details for specific port numbers and select Transmission Control Protocol ("TCP") or User Diagram Protocol ("UDP") to get port information as well as related security advisories.

9.20. The service portal shall provide security news whereby Contractor security experts provide analysis and recommendations and security-related news stories.

10. Contractor's Duty to Inspect and Advise

The Contractor has a duty to become totally familiar with all requirements set forth in said solicitation document and to advise the UGU of any requirements, including upfit, installation, modifications, alterations, special construction, or any other requirements necessary to provide delivery, implementation, operation, administration, access facilities, and any and all other supplies, equipment, services, or other cost items to the UGU necessary to accomplish full, complete, and satisfactory performance of the requirements of the UGU at the proposal price.

10.1. As a part of the duty to inspect and advise, the Contractor must serve any and all requirements of a UGU with respect to provisioning, service, installation, and maintenance of the services, as required in these specifications.

10.2. The Contractor shall, for all such equipment, supplies, and/or services it provides, make the UGU aware of any modifications or alterations needed. The Contractor agrees to provide all such supplies, equipment, and/or services for the cost submitted to the UGU in its bid, subject to any amendments/change orders specifically authorized by the UGU in writing.

10.3. The Contractor must visit the proposed sites which are to receive cabling installations and become familiar with any unusual circumstances involving such installations. No additional allowances will be made because of lack of knowledge of these conditions. Ignorance of such requirements will not relieve the Contractor of its liability under a contract resulting from this Solicitation.

10.4. In the event conditions exist or arise which are beyond the scope of that obtainable by a site visit and/or beyond the scope of the equipment manufacturer's recommended standards for evaluating and examining proposed sites, the Contractor shall have the opportunity to submit proposed additional costs based upon prices in the business proposal, if necessary, to address such conditions. Any discrepancy coming to the attention of the UGU after the date of execution of this contract, which the Contractor knew or should have known about prior to said date, will render the Contractor liable for any costs attributable to said discrepancy if the UGU did not have actual knowledge of the discrepancy.

11. Security Compliance

11.1. The Contractor shall protect the State's information at all times from disclosure to unauthorized persons.

The Contractor shall provide confidentiality protection for sensitive information such as billing data, service performance statistics, and network vulnerabilities.

11.2. The Contractor shall store any of the State's information that is retained, including billing information, on servers residing within the United States, and preferably within South Carolina.

11.3. To the greatest extent applicable, the Contractor shall agree to be compliant with the South Carolina Security policies and standards located at SC Statewide Information Security Program Policy.pdf

11.4. The Contractor shall review these policies, standards, and compliance requirements on an **annual basis** and provide a self-certification of compliance.

11.5. The Contractor shall provide protection for the databases and information processing systems critical for the continuous, reliable operation of services covered by the Contract. The Contractor shall provide protection against unauthorized access by external communication means, whether from authorized or unauthorized terminals.

11.6. The Contractor shall protect its facilities from entry by unauthorized persons.

11.7. The State will hold the Contractor responsible for any and all costs, charges, fraud, and/or security breaches for which it is responsible (e.g., by its own acts or omissions or those of its agents, employees, etc.), or could have been prevented had the State been educated as to preventive techniques pertinent to the services, including networks of South Carolina State Government. ***See Attachment 4, Service Level Agreements, SLA #1***

12. On-Site Security Compliance

12.1. For all conditions noted below, the Contractor's personnel may be barred from entering or leaving any site until such time the State conditions and queries are satisfied.

- Each person who is an employee or agent of the Contractor or Subcontractor shall display their company ID badges at all time while on State premises. Upon request from State personnel, each such employee or agent shall provide photo identification for access to a site.
- Any person who is an employee or agent of the Contractor or Subcontractor and who enters the premises of a facility under the jurisdiction of a UGU may be searched, fingerprinted, photographed, and required to wear an identification card issued by the UGU.
- Each UGU may impose more restrictive conditions regarding the requirements for entering the premises of a high security facility. This may include surrendering a driver's license or other identification document at time of entry to the premises, to be retrieved upon departure from the premises.
- Further, the Contractor, its employees, agents, and Subcontractor employees and agents, shall not violate any security policies of the UGU controlling the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractor's employees or agents to comply with any provision of the contract is sufficient grounds for the State to immediately terminate said contract for default.
- Some UGUs require each person entering the premises to document an inventory of tools, equipment and other materials brought on site, and to submit to a physical search of their person. Therefore, the Contractor's personnel shall always have available an inventory list of tools, equipment, and other materials being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel may be required to present the inventory list and the tools, equipment, or materials for inspection. Upon both entering the site and leaving the site, State staff or an officer may search Contractor personnel. At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements to include being prepared to be escorted at all times and providing information for badging and wearing the badge in a visual location at all times.

13. Safety Guidelines

13.1. The Contractor shall ensure that all employees adhere to applicable safety regulations, including, but not limited to, those of OSHA.

13.2. The Contractor shall ensure that all employees have been adequately trained to effectively and safely operate the equipment assigned to them.

13.3. The Contractor shall provide a point of contact for all safety-related issues/problems.

13.4. All vehicles shall be equipped to conform to all applicable OSHA requirements regarding rollbars, chain guards, safety belts, etc.
13.5. OSHA-approved hard hats, work boots, and safety glasses shall be worn at all times.
13.6. Proper and sufficient pedestrian and traffic barricades shall be placed around each open facility.
13.7. The Contractor shall ensure adherence to all safety regulations with regards to open hand holes, manholes, trenches, and exposed cable, etc.
13.8. No trenches shall be left open overnight, unless properly barricaded.

14. Interoperability

The Contractor shall have a plan for ensuring full interoperability among networks, services, and features. Partial interoperability is unacceptable. The Contractor's capabilities shall include, but are not limited to, interoperation with current vendor data transport service equipment. Issues relating to the Contractor offering are the Contractor's responsibility. These issues include, but are not limited to, access ordering and provisioning, trouble resolution, capacity planning, Service Level Agreement (SLA) administration, billing and reporting, and transitioning from the current vendor where required.

15. Implementation

The Contractor shall have its services available for utilization by the State on the Contract Start Date. The time for installation is essential and any failure to have the services available at the specified time will make the Contractor responsible for any costs incurred by the State. Such costs shall include, but are not limited to, any difference between the rates set forth in the Contractor's response to this Solicitation and the rates paid by the State for like services between the date of planned installation and the actual date of installation.

15.1. The Contractor shall participate in coordination meetings with Incumbent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers (CLECs), as requested by the State. At these meetings, the Contractor and the State shall cooperatively establish schedules and milestones and will jointly determine the actual date and time for each service offering cutover. The Contractor is responsible for coordinating with each ILEC/CLEC for provision of the service offerings.

15.2. In the event, the current K12 SIS provider is not awarded a contract for this solicitation, the K12 team and the Contractor awarded this solicitation shall complete the migration (circuits installed and turned up on July 1, 2027) to the new Contractor's SIS no later than the expiration of the current K12 Internet contract on June, 30, 2027.

16. Contractor Staffing Requirements

The Contractor shall assign dedicated staff to perform the roles of Account Manager, Project Manager, and Billing Administrator. The functions for these positions are as follows:

16.1. Account Manager who serves as the primary liaison between the Contractor and all UGUs. For all services provided, the Contractor shall provide a dedicated Account Manager working from a South Carolina location. The Account Manager shall have demonstrable experience supporting accounts of similar size and shall have been employed for a minimum of three years with the Offeror's company. Responsibilities of the Account Manager follow:

- Serve as the single primary point of contact for ordering, provisioning, assisting with the web portal, and oversight of the contract.
- Serve as the liaison between OTIS, UGUs, and cross-functional teams to ensure the timely and successful delivery of services to meet the UGU's needs
- Responsible for maintaining positive relationships with all UGU accounts

16.2. Project Manager who provides Project Management Services which are required for all service implementations request by UGU or otherwise required by UGU. The Contractor shall provide a dedicated Lead Project Manager with Project Management Professional (PMP) and/or Program Management Professional (PgMP) certification by the Project Management Institute (PMI) to manage the project implementation. The Project Manager, working from a South Carolina location, shall be assigned to the project until the conclusion of this Contract. The project must be managed in accordance with Project Management Institute (PMI) recommended principles and best practices, as reflected in the *Project*

Management Body of Knowledge (PMBOK). Responsibilities of this position include, but are not limited to,:

- Defines the migration, conversion, and implementation processes; develops schedules and checklists; plans and manages the migrations, conversions, and implementations from inception to completion; oversees orders received from the State ensuring the requirements of the service order process are met.
- Has the authority to commit the Contractor's staff and provide any necessary remediation plans
- The project manager will serve as the UGU's on-site representative and perform the following functions:
    - Provide daily reports as required to OTIS and/or UGUs on the status of the project.
    - Oversee the testing of all fiber and copper cabling, and the inspection of terminations
    - Conduct walk-throughs and assist in developing punch list items.
    - Coordinate with OTIS and/or UGU to answer questions and assist in addressing concerns during cutover.

- The Contractor shall prepare a weekly work report, log, or other record of personnel activities, and conditions at the site. For all work that exceeds one week in duration, this weekly report shall include, at minimum, the following information:
    - date
    - number of workers employed at the site
    - a brief description of work performed
    - a brief statement of primary materials and/or equipment delivered
    - a brief description of any installations or repairs
    - a statement as to whether the project is on schedule
    - the reason for any delays and actions being taken

  The report shall be submitted to OTIS and/or UGUs at the end of the week for that week's activities.

16.3. Billing Administrators (two positions – one primary and one backup) who serve as the single point of contact for all billing questions and issues. The Contractor shall provide a single point of contact for all billing issues and inquires, including a toll-free number and email address. The Contractor shall provide the name and contact information for the manager to whom billing escalations may be sent. The Billing Administrators shall be available during normal business hours. Responsibilities of these positions include, but are not limited to, the following:

- Promptly answers billing questions
- Provides knowledge and expertise regarding any billing question
- Researches and corrects billing issues and problems
- Issues credits/adjustments as appropriate
- Provides requested reports as needed
- Provides capability to perform service audits
- Available by telephone or email from 8:00 am to 5:00 pm EST every State business day

16.4. The Contractor shall notify the State in writing of any change in the employees designated to provide these services. All communications will go through the Contractor's single point of contact. The Offeror shall describe the process for this requirement.

17. Performance Standards

The Contractor is responsible for assuring that all services provided under this contract meet or exceed all applicable telecommunications standards. The Contractor shall ensure all design, installation and workmanship meet or exceed the National Electrical Codes (NEC), National Electric Safety Codes, National Fire Prevention

Association Standards (NFPA), and Electronics Industry Association and Telecommunications Industry Association standards (EIA/TIA). The Contractor shall also comply with all other codes and standards not listed above, but which are applicable to such design and installation projects.

18. Demarcation Requirements

The Contractor shall get agreement from the UGU on demarcation location prior to any work being performed. Should the solution require any on-premises equipment, the Contractor shall specify the equipment, point of demarcation, rack space, power, and any physical requirements of the Contractor's equipment to the UGU. The Contractor shall notify the UGU of the interface type that will be available for the UGU to connect the UGU's network to the Contractor's service. The Contractor shall provide the ability for the Requesting/Billed UGU to request an Extended Demarc as part of installation services.

19. Service Ordering

19.1. The Contractor shall provide an online web-portal or dashboard ordering system. This online web-portal or dashboard ordering system shall provide OTIS or any UGU with the ability to request new service, track the status of the provisioning process, cancel an order, and provide OTIS or any UGU with the ability to communicate from the online web portal or dashboard ordering system with the assigned Program Manager or Contract Manager while viewing the order.

19.2. The Service Order/Tracking/Cancellation Submission process shall include, at a minimum, the following:

- Web portal or dashboard capable of placing a service order, cancel a service order, track the status of the provisioning process, and communicate with the assigned Program Manager or Contract Manager and a minimum of one email address for communications regarding service ordering, tracking, and cancellations
- A service order number shall be provided at the time of request
- The Contractor shall only process service orders which fall under the scope of the contract
- Within eight business hours of service order submission or request for service order update, the Contractor shall confirm to the requesting UGU via email the following:
    - date of request
    - account number of requesting UGU
    - service order number
    - description of the service requested
    - estimated completion date
    - list provisioning steps
    - list provisioning steps completed, including date each was completed, as well as Contractor employee who completed each step
    - circuit ID
    - other appropriate related information
- The Contractor shall send an email status update once every 24 hours until the service order has been scheduled, implemented, tested, and accepted. When requested by a UGU, the Contractor shall provide service to any UGU location, e.g., office construction, relocation and/or expansion, during the contract period. When a UGU makes such a request, the Contractor shall provide an implementation plan within ten calendar days.
- Disconnection service orders are effective the date the request is submitted to the Contractor. For example, if a UGU submits a disconnection service request on October 1, but the Contractor doesn't complete the disconnection service order until October 15, the effective date is honored on the successive invoice.

20. Installation Schedule

20.1. To commence installation of Internet services, the UGU shall issue an order for Internet services to the Contractor. The Contractor shall assess and, in consultation with the UGU, approve the order. Within ten of

the Contractor approving the order, the Contractor shall inform the UGU, in writing, of the date on which the Internet Services approved in the order will be available to the UGU (Installation Date).

20.2. The Contractor shall provide the service ordered within the following: ***See Attachment 4, Service Level Agreements, SLA #2***

- Facilities on premise – not to exceed 20 calendar days
- Facilities not on premise – not to exceed 45 calendar days

20.3. The capability of obtaining increases in bandwidth within a defined, limited timeframe shall be provided. ***See Attachment 4, Service Level Agreements, SLA #3***.

- Current facilities does accommodate bandwidth increase – not to exceed ten calendar days
- Current facilities does not accommodate bandwidth increases – not to exceed 45 calendar days

20.4. The Contractor shall complete installation and cut over of existing services in accordance with the final implementation plan agreed to by the parties. The required deadline for completion of acceptance testing for services shall be 30 calendar days after cut-over of each location. If, by said date, the Contractor has failed to adhere to its implementation schedule, and therefore prohibited the State's acceptance by said date, because of the Contractor's negligent acts, omissions, delays, or wrongful acts, the State shall notify the Contractor thereof in writing and the Contractor shall be obligated and liable as follows:

"In the event that the Contractor does not meet the schedule and specifically is not in a position to assume responsibilities for the services, then the Contractor will be liable for the difference in rates between the amounts charged by the incumbent Contractor and those that would have been charged to the UGU by the Contractor. The Contractor will also be liable for any other costs attributable to their inability to provide services by the termination of the prior contract so as to make the State whole. These costs may include any attorney's fees, staff expenses and the like so as to make the State whole."

21. Testing and Acceptance

21.1. The Contractor shall use generally accepted testing methodologies for implementing and testing services. At a minimum, the Contractor shall demonstrate a high level of service performance and availability for a continuous period of 30 business days without disruptions or degradation of service prior to complete conversion to the service and activation of billing for the service.

21.2. The Contractor shall notify the UGU at least one week prior to when it will be ready for the final inspection. Inspection will take place at least one week prior to the project completion date.

21.3. Every installed service shall be tested by the Contractor and UGU representative prior to final acceptance. The Contractor is responsible for coordinating with each UGU for testing and acceptance.

21.4. The Contractor shall electronically send each test result to the designated UGU representative within two business days after test completion along with an explanation of the test results.

21.5. The Contractor shall meet the acceptance requirements for the service prior to final acceptance of the solution. Written acceptance by the UGU based on service performance and availability requirements shall be attained prior to billing start date.

21.6. The State has the right, for 30 days after the time of installation and notification to the UGU, to test and inspect the installation and services covered under a purchase order ("Acceptance Period"). If the services or installation do not perform as required by this contract, the UGU or OTIS shall notify the Contractor of the same. Upon such notification, the Contractor shall immediately correct the basis for the problem and complete any correction in not more than ten calendar days. If the Contractor fails to correct the problem or complete the correction within ten calendar days, such failure shall be deemed a material breach of this contract and the State may terminate the portions of the contract covered by the purchase order. If the

Contractor completes the correction or resolves the problem within ten calendar days, the UGU shall enjoy another 30-day Acceptance Period.

21.7. If, by June 30, 2027, the Contractor has failed to adhere to its implementation schedule, so as to prohibit the State's acceptance by June 30, 2027, because of the Contractor's negligent acts, omissions, delays, or wrongful acts, then the State shall notify the Contractor thereof in writing and the Contractor shall be obligated and liable as follows:

> *"In the event that the Contractor does not meet the schedule and specifically is not in a position to assume responsibilities for the services, then the Contractor will be liable for the difference in rates between the amounts charged by the incumbent Contractor and those that would have been charged to the K-12 and Library by the Contractor. The Contractor will also be liable for any other costs attributable to their inability to provide services by the termination of the prior contract so as to make the State whole. These costs may include any attorney's fees, staff expenses and the like so as to make the State whole."*

22. Restoration of Work Areas

22.1. Upon completion of requested work, the Contractor shall immediately reconnect any utilities, equipment, or appliances disconnected in the course of its work and replace all furnishings moved for the performance of the work.

22.2. The Contractor shall immediately remove all debris and rubbish generated by the work and shall leave all premises clean and restored to their original condition.

23. Damages

If by June 30, 2027 the Contractor has failed to adhere to its installation schedule, so as to permit the UGU's acceptance by June 30, 2027, because of Contractor's negligent acts, omissions, delays, or wrongful acts, then the UGU shall notify Contractor thereof in writing and Contractor shall be obligated and liable to the UGU as follows:

23.1. For each affected service location for which the Contractor fails, due to causes attributable to the Contractor, to complete installation and achieve UGU acceptance by the applicable required service date, the Contractor shall pay the UGU any penalties from USAC, the cost of getting another contractor in to complete the work, any damages caused by the school(s) not having internet beginning on the first business day following the required service date and continuing until the affected service is accepted by the UGU. The parties acknowledge that the damages resulting from such delay would be difficult to ascertain with certainty and that this amount represents a reasonable estimate of the anticipated damages and is not a penalty. Liquidated damages shall not accrue for delays caused by the State or UGU, force majeure, or other excusable delay under the Contract.

23.2. Furthermore, and notwithstanding any other provisions hereof, the State shall have the right throughout the implementation phase to terminate this contract if the schedule is materially delayed by more than 60 business days without the State's express written consent, subject to force majeure. Such termination shall be at no cost to the State.

24. Billing/Invoicing

24.1. The Contractor shall provide direct billing capabilities to UGUs as agreed upon by the State and the Contractor. The Contractor shall provide UGUs bills for auditing purposes without restrictions.

24.2. The Contractor shall provide accurate, timely direct billing to the UGU for services provided. The bill/invoice shall be posted on the Contractor-provided online web portal or dashboard for downloading by each UGU and mailed using the United States Postal Service. These bills/invoices shall describe the services provided in detail as well as the service location.

24.3. The Contractor shall deliver billing to the UGU within ten business days of order completion. The Contractor ensures that all new bandwidth services or any adjustments to current pricing are processed and take effect only on the first business day of each month. Retroactive billing or price adjustments are not reimbursed by USAC. Bandwidth is funded on a month-by-month basis and is approved for one speed/price per month.

24.4. The Contractor shall include the following on all invoices and shipping documents:

- Contract number
- Invoice Period
- Federal ID Number
- Contractor Contact Information
- Invoice number
- Amount due
- Adjustments
- Description of Services
- Purchase Order Number or Blanket Purchase Order Number

24.5. The invoice shall be prepared on the Contractor's letterhead or on a Contractor-generated form.
24.6. The Contractor shall follow the agreed-upon billing escalation process to resolve any billing issues.
24.7. If a billing error has been identified, the Contractor shall, at the OTIS Vendor Manager's Request, review all State accounts from the resulting Contract to ensure the billing error has not impacted multiple State accounts. If the billing error does impact multiple accounts, each account shall have the appropriate credits/debits applied.
24.8. The Contractor shall promptly review requests for adjustments and/or credits, and, where appropriate, provide the UGU with said credits and adjustments within 30 calendar days of the resolution request. The Contractor shall provide one master invoice for multiple locations at the discretion of OTIS or participating UGUs.
24.9. For the purposes of billing, disconnection service orders shall be effective the date they are submitted to the Contractor.

25. Network Operations Center

The State requires around-the-clock monitoring of services for the proposed solution. This includes operating a Network Operations Center (NOC) utilizing state-of-the-art monitoring tools, performing real-time analysis, and analysis of accumulated information.

25.1. The Contractor shall provide and operate a NOC that performs network monitoring for the proposed solution 24 hours a day, seven days per week.
25.2. Outage or service interruption begins at the point in time when the Contractor is notified by the UGU or the Contractor's monitoring system receives notification of a failure or impairment.

26. Event Monitoring

26.1. The Contractor shall provide an alarm and alert system to accept, process, and display alarms and alerts received from all components of the local telecommunications services.
26.2. An outage begins once the Contractor is notified by the UGU, OTIS, or the Contractor's monitoring system.
26.3. The Contractor shall notify OTIS and/or the affected UGU in the event of a service affecting issue within 20 minutes of alarm and/or alert. ***See Attachment 4, Service Level Agreements, SLA #4***
26.4. The Contractor shall respond to a service affecting issue within one hour of the initial notification of a service affecting issue. ***See Attachment 4, Service Level Agreements, SLA #5***
26.5. The Contract shall conduct event correlation analysis.

27. Event Reporting

27.1. The Contractor shall provide event monitoring information online via a graphical interface in a web browser accessible to both OTIS and the UGUs.
27.2. The Contractor shall capture, and store information needed to provide reporting, such as performance statistics, trouble tickets, billing, and alerts, for a minimum of one year. Increments of 5 minutes, 15 minutes, hourly, daily, monthly, and yearly are required.
27.3. The Contractor shall distinguish between information stored for reporting purposes and information displayed in the Event Monitoring System.

28. Trouble Ticketing

28.1. The Contractor shall provide an online web portal or dashboard trouble ticketing system available 24x7x365 to each requesting UGU. The online web portal or dashboard shall have the capability to open a trouble

ticket, cancel a trouble ticket, track the status of a trouble ticket, and provide communication with the assigned Program Manager or Contract Manager.

28.2. Within ten minutes of trouble ticket submission, the Contractor shall confirm to the original requestor, via email, receipt of the trouble ticket submission.

28.3. The Contractor shall provide email status updates for all troubles once each one hour until trouble ticket issue has been resolved. K12 E-rate email status updates are to be sent to erate@admin.sc.gov. ***See Attachment 4, Service Level Agreements, SLA #6***

28.4. The Contractor shall provide a not to exceed four hour Service Standard guarantee (including dispatch) for Mean Time to Repair (MTTR) for each service award through this solicitation. ***See Attachment 4, Service Level Agreements, SLA 7***

28.5. The Contractor shall maintain records on all trouble ticket calls (major and minor) to include a unit identification number, the location of the service, the date and time reported, the maintenance action taken, and the date and time service was restored. The Contractor shall maintain these records in a central location for the term of the contract, and for 12 months after its expiration and shall make them available to OTIS upon request.

29. Change Management

29.1. The Contractor shall participate in UGU Change Management meetings when a service under this contract requires maintenance which may result in the UGU service becoming unavailable. Change Control is the process of handling proposed alterations to existing services. The aim of change control is to ensure all stakeholders have an opportunity to participate in the control of any changes, are made aware of any changes, there is an audit trail which connects a change to a configuration item to the reason for its change, and there is a record of the participation and authorization of those concerned with the change.

29.2. The Contractor shall provide ten business days' notification in advance of any planned or scheduled maintenance to any UGU service.

30. OTIS Status Updates and Monthly Reporting

30.1. The Contractor shall participate in a quarterly service and SLA review with OTIS as scheduled by the Contract or Vendor Manager. Additionally, the Contractor shall participate in a meeting once per month to review service tickets, billing, and other pertinent topics. For each monthly meeting, the Contractor shall submit an electronic status report, itemizing all transactions between the State and the Contractor for the prior month, the planned activities and accomplishments for the prior month, and any issues with a proposed remedy. The Contractor shall provide an update on any outstanding implementations, service levels, security implementations or remediations, or other issues as related to the services provided in a monthly report. Attendees for these monthly meetings shall include, but not be limited to, the Contractor Project Manager/Contract Administrator, Contractor Billing Administrator, State Contract Manager, OTIS Vendor Manager, and any designees.

30.2. The Contractor shall meet with OTIS semi-annually to discuss new technologies that may impact the services provided in the contract and develop mutual plans to address future for migration to new technologies. The Contractor may present other new technologies they plan to implement in their networks to OTIS at any time. This provision does not permit the Contractor to implement new technologies under this contract.

30.3. The Contractor shall submit reports (to include OTIS' Administrative Fee, Inventory, Invoice, Problem Management, Trouble Ticket, Order Processing, Service Level performance measures and Service Credits) in a Microsoft Office (Word and/or Excel) 2019 or later version and an online web portal or dashboard version to OTIS at least once per month at no additional charge. The report shall be organized with report data pertaining to internet circuits provisioned under the corresponding lot. The reports shall be emailed to the OTIS Vendor Manager by the 10th business day of each job completion.

30.4. The Contractor shall maintain all reporting data in a central location for the term of the contract, and for 12 months after its expiration and shall make available to OTIS upon request.

30.5. The Contractor agrees to provide without cost:

30.5.1. Inventory Report

The Contractor shall produce an inventory report for each active account billed under the resulting Contract. The inventory report shall be produced monthly. The report shall be available in Microsoft Excel 2019 or later spreadsheet and posted on an online web portal or

dashboard at no additional charge. The recipients of a report shall be OTIS and any UGU acting as a Requesting/Billed entity. The report shall include the following information:

- Contract number
- Account number
- Billing name
- Billing address
- Phone number(s) on said account
- Price billed for each item listed
- Service addresses(s)
- On-premises equipment make, model and serial number

30.5.2. Invoice Report

The Contractor shall generate and provide to the OTIS Vendor Manager an invoice report for each job invoiced under the resulting Contract. The report shall be available in Microsoft Excel 2019 or later spreadsheet and posted on an online web-portal or dashboard at no additional charge. The report shall include the following:

- Contract Number
- Account name
- Account number
- List of services on each account
- Total quantity and cost for each service type
- Total of all service charges
- Total cost for each account

30.5.3. Trouble Ticket Report

The Contractor shall make available to the OTIS Vendor Manager a report on trouble ticket metrics providing the following information:

- Contract Number
- Number of tickets opened per job
- Number of tickets resolved per period
- Description of issue on all unresolved tickets
- Average time between problem reported and commencement of resolution actions
- Average Time between problem reported and service restoration
- Average time between escalation and commencement of resolution actions
- Average time between escalation and service restoration

The report shall be available in Microsoft Excel 2019 or later spreadsheet and posted on an online web portal or dashboard at no additional charge.

30.5.4. Order Processing Report

The Contractor shall make available to OTIS Vendor Manager a report summarizing all State UGU orders placed with Contractor. The report will provide the following information:

- Contract Number
- Order Number
- UGU receiving service
- Name of person who placed order
- Date and time ordered
- Description of order placed
- Expected date/time of provisioning completion
- Actual date/time of provisioning completion

- Tested date/time of service provisioned by UGU
- Describe issues found during testing
- Describe remedy for issue found during testing
- Acceptance date/time of service provisioned by UGU
- Identify whether provisioning was completed by SLA requirement

The report shall be available in Microsoft Excel 2019 or later spreadsheet and posted on an online web-portal or dashboard at no additional charge.

30.5.5. Service-Specific Failed Performance Report

The Contractor shall make available to the OTIS Vendor Manager a report summarizing all State UGU services which failed to perform to SLA requirements. The report will provide the following information:

- Contract Number
- UGU affected
- Service affected
- Date of failure to perform to SLA requirement
- Reason for failure to perform to SLA requirement
- Remedy for failure to perform to SLA requirement
- Date Service Credit issue to UGU

The report shall be available in Microsoft Excel 2019 or later spreadsheet and posted on an online web-portal or dashboard at no additional charge.

30.6. Internet Circuit Bandwidth Utilization Reporting

The Contractor shall provide an online internet circuit bandwidth utilization reporting service for all internet circuits provisioned under this contract. The utilization reporting service shall poll circuits with near real-time frequency and display utilization data graphically. Utilization reports shall be configurable to display and arrange data to show egress and ingress traffic, as well as other data points. The utilization reporting service shall be capable of producing graphical reports that display data ranging from the present to at least 30 days. Preferred date ranges are present, 15 minutes, 30 minutes, 1 hour, 6 hours, 12 hours, 24 hours, 7 days, 30 days, 60 days, and 90 days. The utilization reporting service shall allow users to schedule automatically generated reports that are transmitted/exported to the user via email, FTP, or other transmission service. Generated reports shall be produced and exportable as a .pdf file. The Contractor's utilization reporting service shall allow for the following user roles:

- Administrator – access to a multi-org platform of all circuits provisioned. Permission to request addition of or removal of specific circuits from the utilization reporting service. Permission to download and view any provisioned circuit in the Contractor's utilization reporting service. Permission to schedule customized bandwidth utilization reports for all provisioned circuits to be delivered at a specific date and time.
- User – access to a specific pre-defined provisioned circuit. Permission to download and view the specific circuit in the Contractor's utilization reporting service. Permission to schedule customized bandwidth utilization reports for the specific circuit to be delivered at a specific date and time.

30.7. Additional Reports

The Contractor shall provide additional reports for managing State accounts as requested by the OTIS Vendor Manager. Additional reports shall be available via the web portal or dashboard at no additional charge within ten business days of request sent to the Contractor.

31. Remedy

31.1. The Contractor shall provide a Reason for Outage (RFO) within one hour of any issue resolution to the K12 E-rate email erate@admin.sc.gov. ***See Attachment 4, Service Level Agreements, SLA #8***

31.2. The Contractor shall provide a Root Cause Analysis (RCA) and Remedy within twenty-four (24) hours of any issue resolution to K12 E-rate email erate@admin.sc.gov. ***See Attachment 4, Service Level Agreements, SLA 9***

32. Chronic Issue

32.1. A chronic issue occurs when a Contractor has failed an SLA (***See Attachment 4, Service Level Agreements***) three times where credit to a UGU was issued during a contract year. The State will provide notice to the Contractor in which the Contractor shall provide a detailed plan for issue remediation within ten calendar days of notice being sent.

32.2. The Contractor will have 30 calendars days from the date OTIS approves remediation plan to implement the issue remediation.

32.3. If the implemented issue remediation does not correct the issue, OTIS may declare the Contractor in default and proceed to remove the Contractor from this contract, in whole or in part, pursuant to the terms and conditions of this contract.

32.4. The Contractor shall have no more than two Chronic Issue Remediation's during a contract year. If the Contractor exceeds two Chronic Issue Remediation's during a contract year, OTIS may declare the Contractor in default and proceed to remove the Contractor from this contract, in whole or in part, pursuant to the terms and conditions of this contract.

32.5. Any UGU having any issue three times in any billing period will be deemed a Chronic Issue and handled as specified in 32.4 above.

33. OTIS Administrative Fee

33.1. The Contractor shall be assessed an Administrative Fee of 8% to be added for services provided under this contract. The Administrative Fee shall be separately itemized on invoices and reports. For E-Rate purposes, the Administrative Fee shall be treated as ineligible and excluded from the E-Rate-eligible pre-discount price, FCC Form 471 funding request, and SPI/BEAR reimbursement unless Admin documents a contrary eligibility determination under then-applicable FCC/USAC rules.

33.2. OTIS reserves the right to change this fee prospectively during the term of this Contract upon written notice to the Contractor. A fee change shall be separately itemized and shall not retroactively alter an E-Rate funding request, committed eligible pre-discount amount, or USAC invoice. Any change affecting an E-Rate-supported charge must comply with then-applicable FCC/USAC rules and any required contract or funding-request procedures.

33.3. The Contractor shall send a check monthly for the total amount of the Administrative Fee to OTIS within 30 calendar days after each monthly billing cycle ends. Each remittance shall include the month covered as well as the contract number. The Contractor shall mail the Administrative Fee check to the following postal address:

Department of Administration
Office of Administrative Services
1200 Senate Street, Room #409
Columbia, South Carolina 29201

33.4. The Contractor shall provide an Administrative Fee report (refer to Attachment 5 for an example of the required Administrative Fee report) which is to be sent via email to adminreport@admin.sc.gov. ***See Attachment 4, Service Level Agreements, SLA#10.***

33.5. Failure to routinely submit the associated Administrative fee or timely monthly reports may subject the Contractor to contract termination. ***See Section 32: Chronic Issue***

34. Pricing

34.1. Prices under this contract are "**not to exceed**" prices. UGUs are not authorized to pay more than the contracted price. The Contractor may offer, and a UGU may accept, prices below those listed on the contract at any time.

34.2. The State requires no cancellation or termination fees be applied for disconnected services. The State requires all-inclusive pricing for any and all services.

35. Disaster Recovery/Extended Loss of Service

The Contractor's network shall be capable of providing statewide Internet services to UGUs throughout South Carolina. The Contractor shall provide alternate routing for the statewide Internet services in case of a disaster.

36. Service Level Agreement (SLA) Performance Reports

36.1. The Contractor shall provide an online web portal or dashboard mechanism to OTIS and any requesting UGU to monitor SLA network performance measurements. The online web portal or dashboard mechanism shall provide the ability to monitor, measure and report on all SLA metrics at no additional charge. The online web-portal or dashboard mechanism shall provide the ability to set alerts and thresholds.

36.2. The Contractor shall provide the monthly graphical reports at no additional charge in two versions: 1) a UGU specific version, and 2) a composite version for OTIS ONLY. Each report shall specify the following:

- Contract Number
- UGU Name
- SLA Name
- Acceptable Quality Level notation
- Actual performance during reporting period
- Historical performance from the previous 3 reporting periods.

36.3. The Contractor must self-report any SLA violation in writing to nathan.dawson@admin.sc.gov and the affected UGU along with the Remedy. Failure to self-report shall be deemed a Chronic Issue and handled as such.

37. Service Level Agreement (SLA) Roles and Responsibilities

The Contractor is responsible for meeting SLA requirements. The UGUs are responsible for verifying SLA compliance for all SLAs which affect the UGU. OTIS is responsible for resolving SLA issues escalated by the UGUs. The roles and responsibilities of the Contractor, the UGUs, and OTIS in managing the Data Transport Services SLAs are outlined below.

37.1. Contractor

- Timely delivery or installation of ordered services
- Responsible for any representations made to performance or capabilities
- Responsible for meeting all other requirements in the Contract, unless explicitly stated otherwise
- Provide OTIS and UGUs specific SLA Monthly Compliance Report to verify compliance
- Issue SLA credits upon request
- Work with UGUs to address any complaint or issue

37.2. UGU/PCU/K12 and Libraries

- Request quotes from the Contractor before work begins
- Verify Contractor's compliance assessments
- Verify all billing received from the Contractor is correct
- Verify compliance with SLAs
- Track SLA-related issues
- Address any complaint or issue with the Contractor to remediate
- Request Service Credits when SLA requirements are not met
- Ensure Service Credit requests are requested within 30 days of SLA violation
- Escalate unresolved complaints and/or issues to OTIS Vendor Manager
- Is solely responsible for the contents of any data transmissions
- Agrees not to use service for illegal purposes, interfere or disrupt other network's data transmissions, propagation of malicious computer worms or viruses

37.3. OTIS

- Review Contractor Monthly Reports
- Complaints and issues which have reached an impasse between Contractor and UGU should be brought to the OTIS Vendor Manager's attention
- Has monthly Status Meeting with the Contractor

DELIVERY / PERFORMANCE LOCATION – SPECIAL (MODIFIED)

The Contractor shall deliver to the address provided by the UGU when making its purchase.

SECTION IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015)

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

INFORMATION FOR OFFERORS TO SUBMIT – EVALUATION (JAN 2006)

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

You shall submit a **Technical Proposal** and a **Price Proposal** of your offer in separate and distinct documents. Both documents must be uploaded as part of your online submission. **In addition to your original offer, you are STRONGLY ENCOURAGED to submit a redacted copy of your Proposal. Otherwise, all information provided may be shared with others in subsequent Freedom of Information Act (FOIA) Requests. [Reference 04-4030-2]**

Instructions for Technical Proposal

Pricing information shall **NOT** be provided in the Technical Proposal in any manner and under any circumstances.

All proposals should include the following requested information. Each Offeror should restate each of the items listed below and provide its response to that item immediately thereafter. The Technical Proposal should be arranged in the order specified in this Section. **Offers which impose conditions that modify requirements of the Solicitation may be rejected.**

The Technical Proposal shall be arranged as follows:

Section 1 – Introductory Documents

1.1 Cover Page of this solicitation – Page 1 of Offeror's proposal

1.2 Page Two of this solicitation – Page 2 of Offeror's proposal

1.3 Executive Summary – A one or two-page executive summary to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. The reader should be able to determine the essence of the proposal by reading the executive summary. This executive summary should also include a statement indicating that the key staff and management staff proposed for the project will be those actually assigned.

1.4 References – Provide three references for whom you have provided similar work. Include the following:

- Name of organization for whom you provided services.
- Name and title of individual at that organization who will provide a reference.
- Physical address, email address, and telephone number of that individual.
- Scope of services provided.
- Number of years services have been provided.

Section 2 – Technical Approach

2.1 ***Critical Elements of the Technical Proposal***

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. It is the responsibility of the Offeror to ensure it has responded adequately to **ALL** elements of the RFP. Supplemental technical information, product literature, and other supporting materials that further explain or demonstrate the proposed capabilities may also be included within the proposal. It is the responsibility of the Offeror to ensure it has responded to all elements of the RFP in accordance with the RFP's expressed needs, activities, deliverables, and requirements.

In particular, Offerors must provide the following in relation to Section III:

i. a statewide map and a list of the locations of their POPs (including street address for each location) from which services will be provided to the State.
ii. an assertion as to whether the State will be allowed to co-locate routers at their POPs in order to facilitate a connection between the ISP and the K-12 school district or county library network.
iii. in the event that a POP used to provide the requested services is not located in South Carolina, Offerors must describe the location of the POP, the equipment provided at that location, and the types of circuits available to that POP.
iv. redundant routes are important as Internet services are critical to the operations of many K-12 schools and libraries. Offerors must provide network diagrams of primary and alternates routes and describe how services are re-routed should the primary route go down.
v. a diagram illustrating the Tier structure and each Internet Exchange Point (IXP) as part of their response.
vi. a diagram illustrating the Tier structure and each IXP in the event of a disaster as part of their response.
vii. a proposed implementation plan. This plan should consist of a step-by-step enunciation and listing of all steps necessary to provide the requested Internet services from the point of execution of a Contract to the point of advising the State that the services are ready to begin Acceptance Testing. The proposed preliminary plans shall include, but is not limited to, installation/conversion timeframes, plan for converting all locations statewide, proposed priority for conversion of services, manpower devoted to installation/conversion, and other items required to provide the requested services.
viii. documentation illustrating the processes and procedures to be used to initiate a request for new service and to track the status of the provisioning process or cancelation of an order.
ix. a description of the maintenance force which will be responsible for remote and on-site service to each service location. The Offeror shall also describe the existing and proposed locations and staffing of maintenance centers which will be used in support of the contract.
x. a testing plan for each service offering. The plan should consist of a step-by-step listing with detailed descriptions of steps necessary to ensure full performance during the test and outline how tests will be conducted to demonstrate proper installation.
xi. an explanation as to how the proposed managed internet router service will interface with CPE.
xii. details as to how will public ip addresses space will be made available in this service offering.
xiii. an outline of their escalation procedures, including names and telephone numbers, for the resolution of problems.
xiv. a description of the NOC that will be used and examples of activity the State can expect from this NOC. The Contractor's offer shall further identify which NOC will serve the State and the proposed solution.
xv. an outline of how the UGUs will communicate with the Offeror's technical staff in the NOC, including telephone, e-mail, and other online contact.
xvi. the location, staffing level, and monitoring equipment/procedures used at network service centers that will monitor its network.

xvii. an explanation of how staffing levels are determined to ensure prompt responses to all calls to the network service center.

xviii. a description of whether the alarm and alert system or application is integrated into the Trouble Ticketing System used to SIS so that Trouble Tickets can automatically be opened when an alarm or alert is discovered. The Contractor's offer shall describe policies and procedures to notify State personnel once alarms/alerts are received. The Contractor's offer shall provide definitions for the various levels of alarm and the parameters that define each. The Contractor's offer shall describe what types of alarms and alerts are available for viewing by State personnel including how and when they are generated.

xix. the identity of a secondary NOC, if any, that will be used as a backup

xx. a description of the policies and procedures for managing trouble tickets to ensure the accurate status is available and that problems are managed to ensure maximum availability.

xxi. a description of the Offeror's disaster mitigation and recovery protocols and policies.

xxii. details that address how and when the Offeror plans to re-route internet traffic to ensure services remain active and stable during and after a disaster.

xxiii. provide at least one hypothetical scenario of a disaster and the internet traffic re-routing protocols used to mitigate the effects of the disaster on the Contractor's network.

xxiv. a description of how it will restore service in an Extended Loss of Service scenario whereas the extended loss of service relates to a high number of affected UGUs over a large geographic area, or the estimated time to restore service exceeds the SLA threshold.

xxv. an example DR scenario plan for a fiber cut that created a loss of service for ten UGUs in a single county and due to the location of the fiber cut the estimate time for resolution is 14 to 21 days. Several of the affected UGUs have internet bandwidth in excess of 500 Mbps.

xxvi. examples of each of the requested reports.

2.2 Service Levels, Penalties, and Reports

Describe the approach to meeting the service level metrics outlined in *Section III* of the solicitation. Indicate whether you will meet or exceed the stated levels. The State desires a contractor that is willing to materially place its compensation at risk for missed SLAs. Include documentation illustrating the online, real-time, web-portal or dashboard mechanism, as well as documentation illustrating how to access and navigate the online, real-time, web portal or dashboard mechanism.

2.3 ***Privacy Policies***

Provide a complete copy of every privacy policy that is related to any interaction between Offeror and the State and between Offeror and the using governmental units.

2.4 Service Provider Security Assessment Questionnaire

Offerors must complete and submit a copy of the Service Provider Security Assessment Questionnaire (Attachment ~~2~~ 3 to this solicitation). *See also SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE – REQUIRED below.*

2.5 Safeguards Against Theft and Fraud

Offeror shall describe the safeguards that it has implemented to prevent the risk of theft or fraud by its employees or Subcontractors. Include an explanation of any internal operational controls related to safeguarding assets and related to accurate financial reporting, any policies regarding pre-employment background screening and criminal background checks, any employee education or training programs related to fraud prevention, and whether the company has an anonymous reporting system for employees to report workplace fraud or theft.

2.6 Offeror E-Rate Enrollment

In order to submit a proposal, Offeror must participate in the Federal Universal Services Program known as E-rate. Offeror must be registered with the Schools and Libraries Division of the Universal Service Administrative Company (USAC). Offeror must provide its valid Service Provider Identification Number (SPIN). The Offeror shall provide certification that the firm is not subject to the Red Light Rule.

E-Rate funds may be requested only for eligible products and services used for eligible purposes. The Contractor shall separately identify and price all ineligible components and charges and shall provide any cost allocation necessary to remove ineligible components using tangible criteria that produce a reasonable result. For recurring Category 1 services, the Contractor shall cooperate with any then-applicable FCC ancillary-use presumption, including the current rule that cost allocation is not required where at least 90% of the recurring Category 1 service is used for an eligible purpose during the funding year and the remaining ineligible use at eligible locations is ancillary. No separately itemized ineligible product or service becomes eligible merely because it is bundled with an eligible service.

2.7 Transition Plan

Outline your plan to migrate services at the end of the contract term to any new service provider should you not be awarded the replacement contract. Include a description of how you will migrate services to the New Service Provider, including timelines, a transition plan, a list of potential transition risks, and a strategy to mitigate those risks.

Section 3 – Qualifications and Experience

3.1 Corporate Identity

3.1.1 Provide a statement giving a brief history of your company, how it is organized, and how its available resources will be used to meet OTIS' requirements. This statement shall contain the following information:

a) The company's official name and address, and the type of entity it is — for example, a corporation or partnership.
b) The name, address and telephone number of the person who receives the correspondence and is authorized to make decisions or represent the Offeror. Include that person's capacity within the organization.
c) The total number of years the Offeror has been in business and, if applicable, the number of years under the present business name.
d) A description of the Offeror's operations: facilities, business and objectives, and number of employees.

3.2 Corporate Experience

3.2.1 Provide a detailed descriptive statement indicating the Offeror's credentials to deliver the services sought under this RFP.

a) Include examples of where the Offeror has successfully completed the types of services related to E-Rate services in organizations of similar size, scope, and complexity as is found in Admin.

3.2.2 Provide a list of any contracts within the last five years that have ended for any reason other than the ordinary course of business.

3.2.3 Provide certification that the firm's principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds.

3.3 Staff qualifications and experience

3.3.1 Provide resumés of proposed team members showing experience and training in the necessary academic and practical application of the knowledge, skills, and abilities needed to successfully execute the requirements of this contract.

Instructions for Price Proposal

The Price Proposal shall be submitted as a separate document.

Pricing information **shall not** be provided in the Technical Proposal under any circumstances. In addition to information requested elsewhere in this solicitation, the Price Proposal must be clearly identified and must include a copy of Page 1 of this solicitation.

Your offer must include the completed Pricing Proposal templates found in Attachment 2- Amended to this solicitation.

Pricing shall contain all costs for performing the work associated with that price. E-Rate does not allow for the cost of travel to be reimbursed.

The Offeror **shall not** include any Technical information in the Price Proposal. Offerors are to submit a Price Proposal as a separate document from the Technical Proposal.

See *Section VIII – Bidding Schedule/Price-Business Proposal* for more information.

[04-4005-1]

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE - REQUIRED (APR 2024)

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. [04-4027-2]

SECTION V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (MAR 2015)

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

(i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or

(ii) (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 – SPECIAL STANDARDS OF RESPONSIBILITY (MODIFIED)

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

i. A valid Service Provider Identification Number (SPIN)
ii. A valid Federal Communications Commission Registration Number (FCCRN).
iii. Not subject to the Red Light Rule
iv. Not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds.
v. Ability to provide the required services to all named entities including any future entities.

(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.

QUALIFICATIONS – REQUIRED INFORMATION (MODIFIED)

If requested by the Procurement Officer, you must 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.

SUBCONTRACTOR – IDENTIFICATION (MODIFIED)

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.

No subcontracting of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

SECTION 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 (MODIFIED)

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. 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. 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] Any revised proposal or best and final offer accepted under this clause will be evaluated using the same announced evaluation factors, with the price of E-Rate-eligible products and services remaining the primary and most heavily weighted individual factor. If a solicitation change made during this process substantively affects the E-Rate competitive-bidding process, Admin will take the steps required by FCC/USAC rules, including extension or restart of the applicable 28-day period when required.

EVALUATION FACTORS -- PROPOSALS (MODIFIED)

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance. In accordance with FCC regulations governing the E-Rate program (47 C.F.R. § 54.511(a)), price shall be the primary factor and shall receive a greater weight than any other individual evaluation factor. The evaluation matrix used by the panel shall implement that weighting and shall be retained in the procurement and E-Rate records. Technical quality, experience, and the other stated factors may be considered only as provided below.

(1) PRICE

The Procurement Officer will assign points to this criterion the E-Rate-eligible prices submitted in the Price Proposal. The Offeror whose evaluated price for E-Rate-eligible products and services is the lowest will receive the maximum number of points available for this factor. All other Offerors' proposals shall receive points on a pro-rata basis in comparison to that lowest eligible price. Separately identified E-Rate-ineligible charges, including the OTIS Administrative Fee and any DDoS or security charge that is ineligible under the applicable Eligible Services List, shall not be included in this federal E-Rate price criterion.

(2) TECHNICAL APPROACH

The evaluation panel will use the information submitted in response to Part IV. Information for Offerors to Submit, Section 2 – Technical Approach, 2.1 through 2.7 to evaluate this criterion.

(3) QUALIFICATIONS AND EXPERIENCE

The evaluation panel will use the information submitted in response to Part IV. Information for Offerors to Submit, Section 3 – Qualifications and Experience, 3.1 through 3.3.1 to evaluate this criterion.

After evaluation, the scores will be totaled, and proposals will be ranked. In the case of a tied score for the highest ranking, the proposal involved in the tie which scored the highest sum for Price, and Technical Approach shall be determined to be the highest-ranked Offeror. In the case of a subsequent tie, the proposal involved in the tie which scored the highest for Price shall be determined to be the highest-ranked Offeror.

SECTION 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. [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 (MAY 2024)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. 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 (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (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 by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

DISPUTES (MAY 2024)

(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. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution.

(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. [07-7A025-2]

EFT INFORMATION (APR 2024)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). Additional information is available at the STO's website at https://treasurer.sc.gov (.) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-2]

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 (MAY 2024)

(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) ten days after 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. [07-7A050-2]

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]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT and INTEREST (FEB 2021)

(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 electronic funds transfer (EFT). See clause titled " EFT Information."

(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. [07-7A055-4]

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]

SECTION VII. TERMS AND CONDITIONS -- B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

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

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

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

CHANGES (JAN 2006)

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

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

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

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

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

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

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

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

COMPLIANCE WITH LAWS (JAN 2006)

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

CONFERENCE -- PRE-PERFORMANCE (MODIFIED)

If requested by the Procurement Officer or the State, a pre-performance conference between the contractor, State and the Procurement Officer shall be held at a location selected by the State within five days after the request has been received, 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 contractor or their duly authorized representative shall be required to attend at contractor's expense.

CONTRACT LIMITATIONS (JAN 2006)

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

CONTRACTOR'S LIABILITY INSURANCE (MODIFED)

(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 $5,000,000 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.

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

COMMERCIAL GENERAL LIABILITY:
General Aggregate (per project) $10,000,000
Products/Completed Operations $5,000,000
Personal and Advertising Injury $5,000,000
Each Occurrence $5,000,000

COMMERCIAL CRIME COVERAGE-EMPLOYEE DISHONESTY POLICY:
$5,000,000 per occurrence; $10,000,000 aggregate.

(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.

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

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

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

(b) Coverage must include claims for:

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

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

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

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

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

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

(e) Coverage shall have limits no less than five million ($5,000,000.00) dollars per occurrence and ten million ($10,000,000.00) dollars aggregate.
(f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.
(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.
(h) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.
(i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.
(k) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.
(l) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

[07-7B058-1]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)

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

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

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

DEFAULT (MODIFIED)

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

(i) Deliver the 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.

If the Contractor determines any of the services offered in their response to this Solicitation can no longer be supported for any reason, the Contractor shall notify the State in writing of plans to withdraw the service at least 24 months prior to the proposed date of the withdrawal. The Contractor at that time must propose to the State an acceptable plan to ensure service continuity.

DIVISION OF TECHNOLOGY ADMINISTRATIVE FEE

The Contractor must separately itemize and collect the Division of Technology Operations administrative fee in accordance with Section 33 (OTIS Administrative Fee). The fee shall not be treated as an E-Rate-eligible charge except as expressly permitted by that section and then-applicable FCC/USAC requirements.

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

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

ESTIMATED QUANTITY - UNKNOWN (JAN 2006)

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

ILLEGAL IMMIGRATION (NOV. 2008)

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

INDEMNIFICATION -- THIRD PARTY CLAIMS – GENERAL (NOV 2011)

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

"Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

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

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law. (b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction. (c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. (d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1]

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) Contractors 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, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

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

Voice means all oral information regardless of transmission protocol.

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

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

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

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

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

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

(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.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) (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 us. 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 (MODIFIED)

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.

(f) FISMA: Federal Information Security Management Act, 44 U.S.C. §§3541, et seq.

(g) HIPAA: Health Insurance Portability and Accountability Act of 1996; Privacy Rule at 45 C.F.R. 160 & 164

(h) FERPA: Family Educational Rights and Privacy Act, 20 U.S.C. §1232g

(i) GLB: Gramm–Leach–Bliley Act; Financial Privacy Rule codified at 15 U.S.C. §§ 6801–6809

(j) IRS Publication 1075

(k) IRC § 6103(p)(4) (26 U.S.C. § 6103(p)(4))

(l) CJIS: Criminal Justice Information Services Security Policy, published by Federal Bureau of Investigation, U.S. Department of Justice; current version 5.1 (July 13, 2012)

(m) PCI DSS (Payment Card Industry Data Security Standard): the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website

(n) Privacy Act of 1974, 5 U.S.C. 552(a)

(o) Communications Assistance for Law Enforcement Act (CALEA)

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]

LIMITATION OF LIABILITY

(1) Contractor's liability for damages to the State and any Using Governmental Unit for any cause whatsoever, and regardless of the form of action, shall not exceed, on a per claim or aggregate basis, the greater of $1,000,000 or an amount equal to three times the aggregate of the total amounts paid to Contractor, less any credits, under all the agreements concerning this Solicitation between Contractor and the governmental entity making the claim.
(2) The parties waive claims against each other for exemplary or punitive damages and for the following damages, costs, or expenses: lost profit or income; lost savings; financing costs; losses resulting from injury to business reputation or goodwill; any interest, except to the extent allowed by the clause entitled Payment and Interest; and principal office expenses and overhead, including, but not limited to, the compensation of personnel, rent, utilities, and office equipment.
(3) The foregoing limitations shall not apply (a) to liability for infringement of a third party's intellectual property rights, (b) to claims regarding personal injury or damage to tangible property caused by the negligence of Contractor or an employee or agent of Contractor, (c) to claims arising from gross negligence or from willful or intentional misconduct of Contractor or an employee or agent of Contractor, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, or (e) to amounts due or obligations under the clauses entitled "Indemnification – Third Party Claims – General".
(4) A governmental entity's liability for damages, if any, for any cause whatsoever, and regardless of the form of action, shall not exceed an amount equal to triple the cumulative price paid by that governmental entity to Contractor for the goods and services acquired pursuant to this Contract. Nothing herein shall be construed to waive any clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law. The absence in any subcontract of a similar clause limiting liability shall not increase the obligation of a Using Governmental Unti beyond what it would have been had the subcontract contained such a clause.
(5) For purposes of clarification, the waiver of certain damages, costs, and expenses in section 2 above does not include a waiver of any damages awarded to a third party for which indemnification is provided by terms of this contract.

MATERIAL AND WORKMANSHIP (JAN 2006)

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

OFFSHORE CONTRACTING PROHIBITED (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 & MATERIALS

All non-public data, material and documentation prepared for, or obtained from, the State pursuant to this Contract, shall belong exclusively to the State. The Contractor shall not copy or use such information without the State's written consent except to carry out contracted work, shall not transfer such information to any other party not involved in the performance of the Contract, and shall destroy or return this information to the State upon completion of the Work.

The Contractor has no legal or equitable interest in, or claim to, such data and information. Contractor acknowledges and agrees that, in the event Contractor files a petition for bankruptcy protection, such data and information will not be considered to be part of its bankruptcy estate. Additionally, Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and agrees to turn over to the State before such filing a copy of all of the State's data in a format that can be easily utilized by the State.

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):
   (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
   (b) by unit prices specified in the Contract or subsequently agreed upon;
   (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
   (d) in such other manner as the parties may mutually agree; or,
   (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

[07-7B160-1]

PRICING DATA – AUDIT – INSPECTION (JAN 2006)

(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, 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 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 of these records required by the state. Notwithstanding this three-year state-contract period, E-Rate-related records must be retained for the longer federal period stated in the E-Rate Document Retention clause.

(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]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit’s obligations and liabilities are independent of every other Using Governmental Unit’s obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit’s act or failure to act.

[07-7B210-1]

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]

SHIPPING / RISK OF LOSS (JAN 2006)

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

STATEWIDE CONTRACT - MANDATORY (MODIFIED)

(a) With this solicitation, the state seeks to establish a contract available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). This contract is a "term contract" as defined in Section 11-35-310(37). Accordingly, use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances. See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(24) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State is entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records will be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is authorized in writing by the Chief Procurement Officer. E-Rate-related records are subject to the longer federal retention period stated elsewhere in this solicitation.

(c) Subject to the limitations herein, a Using Governmental Unit may include "additional contract terms" in a purchase order. For purposes of this paragraph, "additional contract terms" shall mean only terms included to either: (i) comply with federal laws as are mandatorily applicable to an expenditure of federal assistance, grant, or contract funds, or (ii) impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Additional contract terms may not be used if they will result in an increase in pricing or materially alter the scope of work, regardless of whether the Contractor accepts the terms. Contractor may decline to honor a purchase order that includes additional contract terms, but only if the Contractor provides the applicable Using Governmental Unit with prompt written notice of such rejection and the work acquired with that purchase order has not begun. For purposes of a specific purchase order, Contractor accepts additional contract terms by performing any of the work acquired with that purchase order.

(d) EFT information the Contractor provides to the State Treasurer's Office (STO) is only used to process payment of invoices to Using Governmental Units on whose behalf the STO makes payment. For all other Using Governmental Units the method of payment must be addressed in the purchase order. See clause titled "Payment & Interest."

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

STATEWIDE TERM CONTRACT – MANDATORY [TERM] - ACCEPTANCE OF OFFERS 10% BELOW PRICE (MODIFIED)

Pursuant to Section 11-35-310(37), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisitions pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-2] This clause does not authorize an E-Rate-supported purchase from an alternate vendor under Admin's FCC Form 470 or the resulting single-award E-Rate contract. An eligible school, library, or consortium seeking E-Rate support for an alternate vendor must independently establish a compliant federal competitive-bidding and contracting basis and cite the correct FCC Form 470 and contract or other legally binding agreement.

STATEWIDE TERM CONTRACT - MANDATORY - SCOPE (MAY 2024)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07- 7B230-2]

STORAGE OF MATERIALS (JAN 2006)

Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation. [07-7B235-1]

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

TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least 30 days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

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

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

TERMINATION FOR CONVENIENCE

(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 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.

WARRANTY – STANDARD (JAN 2006)

Contractor must provide the manufacturer’s standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

SECTION VIII. BIDDING SCHEDULE / PRICE PROPOSAL

PRICE PROPOSAL (JAN 2006)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document:

Offerors must complete and submit the template included as Attachment 2- Amended. Pricing must be provided for all speeds requested. Failure to complete the template will result in your offer being determined "non-responsive" and ineligible for award.

COST ASSUMPTIONS, CONDITIONS AND CONSTRAINTS

Offerors will propose their pricing for the engagement based on the activities and deliverables indicated in *Section III* of this solicitation. Offerors must propose their price based on the total level of effort they believe will be necessary to successfully complete each activity and deliverable according to the required cadence

Offerors shall propose the best value and most cost-effective means of providing internet services for all K-12 public schools and public libraries. Prices under this contract are "not to exceed" prices. The State is not authorized to pay more than the contracted price. The Contractor may offer, and the State may accept, prices below those listed on the contract at any time.

Offerors must list and describe as part of its Price Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented. It is of particular importance to describe any assumptions made by the Offeror in the development of the Offeror's Technical Proposal that have a material impact on price. It is in the best interest of the Offeror to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Price Proposal. Assumptions, conditions or constraints that conflict with the Solicitation requirements are not acceptable.

Offerors shall provide an annual price/rate review in order for the State to take advantage of market price/rate declines.

E-RATE

E-Rate funds may be requested only for eligible products and services used for eligible purposes. The Contractor shall separately identify and price all ineligible components and charges and shall provide any cost allocation necessary to remove ineligible components using tangible criteria that produce a reasonable result. For recurring Category 1 services, the Contractor shall cooperate with any then-applicable FCC ancillary-use presumption, including the current rule that cost allocation is not required where at least 90% of the recurring Category 1 service is used for an eligible purpose during the funding year and the remaining ineligible use at eligible locations is ancillary. No separately itemized ineligible product or service becomes eligible merely because it is bundled with an eligible service.

FIRM PRICES

All prices offered in the cost proposal shall be firm against any increased costs or decreased commissions for the contract term. All pricing quoted shall remain in effect throughout the contract period. Any adjustments will be determined during final contract negotiations. Prices should detail all taxes and other charges, (i.e., USF, NAF, etc.) indicating add-on charges that must be passed through versus may be passed through.

If during the term of the contract, more favorable terms are provided to another agency, institution, or enterprise in South Carolina, excluding Federal Agencies and Federal Institutions, for the same or less volumes, such improved terms will be offered immediately for incorporation into the contract resulting from this offer. It is incumbent upon the Contractor to make the State aware of any more favorable terms. Penalty for not disclosing any such more favorable terms is the difference in savings times 200%. Nothing in this clause limits the Contractor's independent obligation

under 47 C.F.R. § 54.511(b) to charge E-Rate applicants no more than the applicable lowest corresponding price for supported services.

The Contractor must agree to provide the State with at least the best available prices/costs for its then current quantities and volume of service for the duration of the contract. If the Contractor or other members of the Contractor's team (subcontractors) provides a lower cost for any local service to any other customer, the State's prices/costs must be lowered to a matching or lower rate. Further, the Contractor agrees that if during the term of the contract more favorable terms are offered to the general public for the same or less volume and term, the same percentage of improvement in terms/rates will be offered for incorporation into this contract immediately. Specifically engineered prices may be submitted.

The Contractor must maintain competitive prices for the services herein during the life of the contract. Regulatory changes that result in the reduction of mandatory charges by the local exchange carriers must be reflected in the access charges, and provided to DTO for authorization to meet specific statutes that result in changes to prices for services.

The Contractor will meet with DTO annually, by the anniversary date of the contract, to provide written detail identifying and comparing the State's prices/costs to other pricing that the Contractor or other members of the Contractor’s team (subcontractors) offers to other similar customers for any and all services described in this Solicitation.

The Contractor’s failure to offer lower rates than other contracts with lower or equal revenue volumes and term will be considered a violation of the contract. This applies to all services offered under the contract.

The Contractor will issue credits to the State retroactively from the published or effective date of the reduced rates and appropriately adjust the rates for the remainder of the term of the contract.

The Contractor must agree to come into conformity with general price/cost decreases resulting from law and regulatory decisions, and also offer the State the same percent reduction in rates that result in general rate reductions due to industry competitive forces.

SECTION IX. ATTACHMENTS TO SOLICITATION

Attachment 1: Public K-12 Schools and Libraries
Attachment 2: Pricing Template - Amended
Attachment 3: Service Provider Security Assessment Questionnaire
Attachment 4: Service Level Agreements
Attachment 5: Example of Admin Fee Report
Attachment 6: Purchase Order Attachment – Acceptance of Offers 10% Below Statewide Mandatory Contract Price

ATTACHMENT 1

PUBLIC K-12 SCHOOLS and LIBRARIES

Location Type	Location Name	Address	City	Zip	Bandwidth (Mbps)
School District	Abbeville, ACSD Administrative Services	400 Greenville Street	Abbeville	29620-1749	2500
School District	Admin Off Spartanburg County SD 7	610 Dupre Drive	Spartanburg	29307	10000
School District	Aiken County SD Office	1000 Brookhaven Drive	Aiken	29803	20000
School District	Allendale County DO	3249 Allendale-Fairfax Highway	Fairfax	29827	3000
School District	Anderson 1 ASD1 Technology Off	2001A Easley Highway	Piedmont	29673	9500
School District	Anderson 3 Starr-Iva MS	1034 Rainey Road	Starr	29684-9213	4000
School District	Crescent Middle School	8010 Highway 81 South	Starr	29684-9213	4000
School District	Anderson 5 School DO	400 Pearman Dairy Road	Anderson	29625	5000
School District	Anderson County 2 DO	10990 Belton-Honea Path Hwy	Honea Path	29654	6000
School District	Anderson School District 4 DO	315 East Queen Street	Pendleton	29670	2000
School District	Barnwell Blackville Tech and Maint Off	439 Country Club Road	Blackville	29817	2500
School District	Barnwell High School	474 Jackson Street	Barnwell	29812	5000 + MRS
School District	Beaufort District Educational Services Ctr	2900 Mink Point Boulevard	Beaufort	29902-5873	10000
School District	Berkeley Cane Bay High School	1624 State Rd	Summerville	29486	20000
School District	Berkeley Menriv Educ Park Ed and Tech Resource Ctr	2 Pulaski St	Goose Creek	29445	20000
School District	Boiling Springs High School	2251 Old Furnace Rd	Boiling Springs	29316	3500
School District	Calhoun St Mathews K-8	135 Saints Avenue	St Matthews	29135-1237	6000
School District	Central Services Facility	201 Park St	Columbia	29201	10000
School District	Chapman HS HUB B	1420 Compton Bridge Rd	Inman	29349	3000
School District	Charleston County School District Operations Division	3999 Bridge View Dr	Charleston	29405	20000
School District	Cherokee County School District Office	141 Twin Lake Drive	Gaffney	29341	8000
School District	Chester County School Dist Info Tech Off	719 Middle School Rd	Richburg	29729	8000
School District	Chesterfield Palmetto Learning Ctr	116 Edwards Road	Chesterfield	29709	10000
School District	Clarendon 2 District Office	311 W Boyce Street	Manning	29102	10000
School District	Colleton Technology Center	150 Cougar Nation Dr	Walterboro	29488-6737	6000
School District	Darlington County School Dist. Off Annex I	120 East Smith Avenue	Darlington	29532	14000
School District	Denmark Olar K12 School	197 Viking Circle	Denmark	29042	3000
School District	Dillon 3 DO	205 King Street	Latta	29565	1000
School District	Dillon School District Four Technology	301 Stafford Ct	Dillon	29536	2500
School District	DJJ Broadriver Road DTO	4430 Broad River Rd	Columbia	29210	1000
School District	Dorchester 2 RISE Academy	1325 F Boone Hill Road	Summerville	29483	10000
School District	Dorchester 4 District Off	500 Ridge Street	St George	29477-2452	5000
School District	Edgefield County District Off	3 Par Drive	Edgefield	29824	4000
School District	Education Service Center	18 Spruce Street	York	29745	3000
School District	Fairfield County Administrative Office	1226 Highway Bypass	Winnsboro	29180	2500
School District	Florence 1 John W Moore MS	191 Westfield Dr	Florence	29501	20000

School District	Florence 1 McClenaghan Admin Bldg	500 S Dargan St	Florence	29506	20000
School District	Florence 2 District Off	2121 South Pamplico Highway	Pamplico	29583	5000
School District	Florence 3 District Off	125 S Blanding Street	Lake City	29560-2724	5000
School District	Florence 5 Johnsonville HS	237 Old Georgetown Rd	Johnsonville	29555	2000
School District	Georgetown County SD DOS	2018 Church Street	Georgetown	29440	10000
School District	Greenville M.T. Anderson Support Center	100 Blassingame Rd	Greenville	29605	20000
School District	Greenwood 51 Ware Shoals High School	25 E Main St	Ware Shoals	29692	1000
School District	Greenwood 52 Administrative Off	601 Johnston Rd	Ninety Six	29666	1000
School District	Greenwood County School District 50 DO	1855 Calhoun Road	Greenwood	29649	4000
School District	Hampton Career and Tech Off	801 Pine St	Varnville	29944	4000
School District	Horry County Schools District Office	335 Four Mile Road	Conway	29526-4506	20000
School District	Jasper JCSD Administrative Off	212 Jacob Smart Boulevard	Ridgeland	29936-8731	5000
School District	Kershaw District Office Annex	2029 W Dekalb Street	Camden	29020	8000
School District	Lancaster County Admin Office	300 S Catawba Street	Lancaster	29720-2458	10000
School District	Laurens 56 Clinton Middle School	800 N. Adair Street	Clinton	29325	2000
School District	Laurens County School Dist 55/Admin Bldg	301 Hillcrest Dr	Laurens	29360	4000
School District	Lee County School Administrative Office	310 Roland Street	Bishopville	29010-1140	1500
School District	Lexington 1 Operations Building (District HUB)	944 Pisgah Church Road	Lexington	29072	15000
School District	Lexington 3 District Office	600 Summerland Ave	Batesburg	29006	4500
School District	Lexington 4 District Office	607 E 5th St	Swansea	29160	2000
School District	Lexington School District 2 DO	3205 Platt Springs Rd	West Columbia	29170	10000
School District	Lexington/Richland S.D. #5 District Offices	1020 Dutch Fork Road	Irmo	29063-8822	8000
School District	Marion Success Academy at Palmetto Ed Ctr	200 Broad St	Mullins	29574	2000
School District	Marlboro SD Technology HUB	221 Bulldog Road	Bennettsville	29512	6000
School District	McCormick Middle School	6891 SC-28	McCormick	29835	1000
School District	Newberry County School District Administrative Offices	3419 Main St	Newberry	29108	4500
School District	Orangeburg Consolidated District Five New DO	102 Founders Ct	Orangeburg	29115	8000
School District	Palmetto USD-South Carolina DOC	4444 Broad River Rd	Columbia	29210	500
School District	Pickens Skelton Center	1400 Griffin Mill Rd	Easley	29640	6000
School District	Richland 1 Stevenson Admin Bldg	1616 Richland Street	Columbia	29201	10000
School District	Richland 2 District Office	763 Fashion Drive	Columbia	29229-7936	20000
School District	Richland 2 District Office Annex	501 Spears Creek Church Rd	Elgin	29045	20000
School District	Saluda Opportunity School	200 Matthews Dr	Saluda	29138	10000
School District	Spartanburg 1 DO	121 Wheeler Street	Campobello	29322	3000
School District	Spartanburg 4 DO	118 McEdco Road	Woodruff	29388	2500
School District	Spartanburg 5 James F. Byrnes HS	150 E Main St	Duncan	29334	10000
School District	Spartanburg 6 Dorman HS	1050 Cavalier Way	Roebuck	29376	6000
School District	Spartanburg County Sch Dist 3	3535 Clifton Glendale Rd	Spartanburg	29307	4000
School District	Spartanburg County School District Two - HUB A	3231 Old Furnace Rd	Chesnee	29323	3500
School District	Sumter School Dist Network Operations Center	1349 Wilson Hall Rd	Sumter	29150	15000
School District	Union County Technology Office	120 Lakeside Dr	Union	29379	3500
School District	Williamsburg WCSD Admin Off Annex	500 Academy Street	Kingstree	29556-3408	8000
School District	York 2 District Office	604 Bethel Street	Clover	29710	18000
School District	York 3 Flexible Learning Center/Adult ED	1234 Flint St Ex	Rock Hill	29730	10000

School District	York 4 Fort Mill School District 4 DO	2233 Deerfield Drive	Fort Mill	29715	10000
Library System	Abbeville County Library Main Branch	1407 N Main Street	Abbeville	29620	1000
Library System	Aiken-Bamberg-Barnwell-Edgefield Regional Library AKA Aiken County Public Library	314 Chesterfield St S	Aiken	29801	1000
Library System	Jasper County Library AKA Pratt Memorial Library	451A W Wilson St	Ridgeland	29936	250
Library System	Anderson County Library	300 N McDuffie Street	Anderson	29621	3000
Library System	Berkeley County Library AKA Goose Creek Library	325 Old Moncks Corner Road	Goose Creek	29445	1000
Library System	Calhoun County Library Main Branch	900 FR Huff Drive	St Matthews	29135	1000
Library System	Chapin Memorial Library	400 14th Avenue	North Myrtle Beach	29582-3822	600
Library System	Charleston County Library Main Branch	4355 Bridge View Dr	North Charleston	29405	6000
Library System	Cherokee County Public Library	300 E Rutledge Avenue	Gaffney	29340	250
Library System	Chester County Library Main Branch	100 Center Street	Chester	29706-1703	1500
Library System	Chesterfield County Library Main Branch	119 W Main Street	Chesterfield	29709-1702	250
Library System	Colleton County Memorial Library Main Branch	600 Hampton Street	Walterboro	29488	1000
Library System	Darlington County Library	204 N Main Street	Darlington	29532	1000
Library System	Dillon County Library Main Branch	600 E Main Street	Dillon	29536	1000
Library System	Dorchester County Library (St George Branch)	506 N Parler Ave	St George	29477	500
Library System	Edisto Beach Branch Library	71 Station Ct	Edisto Island	29439	500
Library System	Fairfield County Library Main Branch	300 W Washington Streeet	Winnsboro	29180-1333	350
Library System	Florence County Library Main Branch	509 S Dargan Street	Florence	29506	600
Library System	Georgetown County Library	405 Cleland Street	Georgetown	29440	1000
Library System	Greenville County Library - Hughes Main Library	25 Heritage Green Pl	Greenville	29601	500
Library System	Greenwood County Library	600 Main Street S	Greenwood	29646	1000
Library System	Greenwood County Library (Ninety Six Branch)	100 Cambridge St S	Ninety Six	29666	1000
Library System	Harvin Clarendon County Library Main Branch	215 N Brooks Street	Manning	29102	500
Library System	Horry Library IT Complex	103 Elm Street	Conway	29526-5116	1000
Library System	Kershaw County Library Main Library	632 W DeKalb Street	Camden	29020	150
Library System	Lancaster County Library Main Library	313 South White Street	Lancaster	29720-2506	400
Library System	Laurens County Library Main Library	1017 West Main Street	Laurens	29360-2647	1000
Library System	Lee County Main Public Library	200 North Street	Bishopville	29010	250
Library System	Lexington Main Library	5440 Augusta Road	Lexington	29072	2000
Library System	Marian Wright Edelman Public Library of Marlboro County	203 Fayetteville Highway	Bennettsville	29512	250
Library System	Marion County Library Lab	101 N Main St	Marion	29571	150
Library System	Marion County Library	101 E Court Street	Marion	29571	150
Library System	McCormick County Library	210 Railroad Avenue	McCormick	29835	500
Library System	New Main Branch Library	1645 Russell St	Orangeburg	29115	700
Library System	Newberry County Library	1100 Friend St	Newberry	29108	250
Library System	Pickens County Library AKA Hampton Memorial Library	304 Biltmore Road	Pickens	29640	2000
Library System	Richland County Library Main Branch	1431 Assembly Street	Columbia	29201	3000
Library System	Saluda County Library	307 W Butler St	Saluda	29138	500
Library System	Spartanburg County Library	151 S Church Street	Spartanburg	29306	500
Library System	Sumter County Library	111 N Harvin Street	Sumter	29150-4961	1000
Library System	Union County Carnegie Library	300 E South Street	Union	29379	1500

Library System	Williamsburg County Library Main Branch	215 N Jackson St	Kingstree	29556	1000
Library System	York County Library Main	138 E Black Street	Rock Hill	29730-4530	700
Special School	Academy of Hope Charter	3521 Juniper Bay Rd	Conway	29526	250
Special School	Academy of Hope Charter	1620 Sherwood Dr	Conway	29526	250
Special School	American Leadership Academy	115 Innovation Pl	Lexington	29072	800
Special School	American Leadership Academy - Blythewood	10301 Wilson Blvd	Blythewood	29016	1000
~~Special School~~	~~American Leadership Academy - Northeast~~	~~TBD~~	~~Columbia~~	~~-~~	~~250~~
Special School	Ascent Classical Academy Fort Mill	505 University Dr	Rock Hill	29730	250
Special School	Atlantic Collegiate Academy	5056 Bear Bluff St	Conway	29526	1000
Special School	Barnwell County Career Center	5214 Reynolds Road	Blackville	29817	2000
Special School	Beaufort-Jasper Academy for Career Excellence (ACE)	80 Low Country Drive	Ridgeland	29936	700
Special School	Belton Preparatory Academy	3201 Highway 29 N	Belton	29627	500
Special School	Bettis Preparatory Leadership Academy	69 Nicholson Rd	Trenton	29847	1000
Special School	Brashier Middle College Charter HS	1830 Georgia Rd	Simpsonville	29680	250
Special School	Bridges Preparatory School	555 Robert Smalls Pkwy	Beaufort	29902	5000
Special School	Bridgewater Academy Charter	191 Rivers Landing Blvd	Myrtle Beach	29579	1000
Special School	Bridlewood Academy	1543 Malvern Hill Dr	Camden	29020	500
Special School	Butler Academy	710 5th St	Hartsville	29550	1000
Special School	Calhoun Falls Charter School	209 Edgefield St	Calhoun Falls	~~29210~~ 29628	400
Special School	Cape Romain Environmental Education Charter School	1011 Old Cemetary Rd	McClellanville	29458	500
Special School	Carolina School for Inquiry	7405 Fairfield Rd	Columbia	29203	250
Special School	Charleston Charter School for Math & Science	1002 King St	Charleston	29413	1500
Special School	Charter Institute at Erskine	1201 Main Street	Columbia	29201	500
Special School	Cherokee Charter School	3206 Cherokee Ave	Gaffney	29340	500
Special School	Clear Dot Charter School	2015 Marion St	Columbia	29201	1000
Special School	Coastal High School	2100 River Oaks Dr	Myrtle Beach	29579	2000 + MRS
Special School	Cogito Academy Lancaster	290 Shiloh Unity Rd	Lancaster	29720	1000
Special School	Compass Collegiate Academy	5010 Wetland Crossing	North Charleston	29418	250
Special School	Cyber Academy of SC	33 Villa Rd	Greenville	29615	500 + MRS
Special School	Cyber Academy of SC - Boys Farm	6655 SC-34	Newberry	29108	250 + MRS
Special School	Cyber Academy of SC - Sea Island	914 Hamar St	Beaufort	29902	250 + MRS
Special School	Daniel Morgan Technology Center	201 Zion Hill Road	Spartanburg	29307	500
Special School	Dillon County Applied Technology Center	1630 East Main Street	Dillon	29536	500
Special School	Dorchester Career and Technology Center	507 School House Road	Dorchester	29437	250 + MRS
Special School	East Link Academy	78 Global Dr	Greenville	29607	1000 + MRS
Special School	East Point Academy	1401 Leaphart Rd	West Columbia	29169	2000
Special School	F.E. Dubose Career Center	3351 Sumter Highway (Hwy 521)	Manning	29102-5443	250
Special School	Felton Lab	115 Lance St	Orangeburg	29115	1000
Special School	Florence OIT aka Pee Dee Ed Ctr	520 Francis Marion Rd	Florence	29506	250 + MRS
Special School	Fox Creek Charter High School	165 Shortcut Rd	North Augusta	29860	1000
Special School	Gray Collegiate Academy/Irmo	617 Koon Rd	Irmo	29063	1000
Special School	Gray Collegiate Academy/West Columbia	3833 Leaphart Rd	West Columbia	29169	1000
Special School	Gray Collegiate Academy Pinnacle Point	1001 Pinnacle Point Dr	Columbia	29223	250

Special School	Green Charter Lowcountry	8717 Old University Blvd	North Charleston	29406	1000
Special School	Green Charter Middle School	211 Century Dr	Greenville	29607	1000
Special School	Green Charter School of Greenville	1440 Pelham Rd	Greenville	29615	1000
Special School	Green Charter School of Simpsonville	1100 Brookfield Blvd	Greenville	29607	1000
Special School	Green Charter School of Spartanburg	8150 Warren H Abernathy Hwy	Spartanburg	29301	1000
Special School	Green Upstate Charter High School	356 Iron Bridge Way	Simpsonville	29681	1000
Special School	Greenville Tech	506 S Pleasantburg Dr	Greenville	29607	700
Special School	Greer Middle College	138 W McElhaney Rd	Taylors	29687	2000
Special School	Greer Prep Academy	4520 Locust Hill Rd	Taylors	29687	1000
Special School	High Point Academy	6655 Pottery Rd	Spartanburg	29303	1500
Special School	High School for Health Professionals	130 Howard Hill Dr	Orangeburg	29118	1000
Special School	Lakes and Bridges Charter School	1600 E Main St~~one~~	Easley	29640	300
Special School	Learn4Life Charleston	6209 Rivers Avenue	North Charleston	29406	500
Special School	Legacy Early College Middle and High School	900 Woodside Ave	Greenville	29601	1000
Special School	Legacy Traditional Schools Columbia Campus	9640 Two Notch Rd	Columbia	29223	500
Special School	Legion Collegiate Academy	3090 Long Meadow Rd	Rock Hill	~~29406~~ 29730	1000
Special School	Libertas Academy	300 Rainbow Lake Rd	Boiling Springs	29316	1500
Special School	Libertas Academy - Colleton	301 Smith St	Walterboro	29488	500
Special School	Libartas Academy Woodruff	497 Godfrey Town Rd	Woodruff	29388	1000
Special School	Liberty STEAM Charter School	15 School St	Sumter	29150	2000
Special School	Lowcountry Leadership Charter School	5139 Gibson Rd	Hollywood	29449	500
Special School	Meyer Center for Special Children	1132 Rutherford Rd	Greenville	29609	1000
Special School	Midlands STEM Charter School	854 US Hwy 321 Bus S	Winnsboro	29180	1000 + MRS
Special School	Midlands Middle College	1260 Lexington Dr	West Columbia	29169	500 + MRS
Special School	Mountain View Preparatory	895 Springfield Rd	Spartanburg	29303	1000
Special School	Oceanside Collegiate Academy	580 Faison Rd	Mount Pleasant	29464	1000
Special School	Odyssey Online Learning	510 Lexington Ave	Chapin	29036	50 + MRS
Special School	Orange Grove Elementary Charter	1225 Orange Branch Rd	Charleston	29407	2500
Special School	PACE Charter Academy	6015 N Main St	Columbia	29203	250
Special School	Palmetto Academy of Learning and Success Charter	3021 Fred Nash Blvd	Myrtle Beach	29579	500
Special School	Palmetto Scholars Academy	7499 Dorchester Rd	North Charleston	29406	500
Special School	Pattison's Academy for Comprehensive Education	721 Wappoo Rd	Charleston	29407	250
Special School	Polaris Tech Charter School	1508 Gray's Highway	Ridgeland	29936	2000
Special School	R.D. Anderson Applied Technology Center	1151 Moore Duncan Highway	Spartanburg	29369	2500
Special School	Renaissance Academy	805 E Whitner St	Anderson	29624	250
Special School	Riverview Charter School	81 Savannah Hwy	Beaufort	29906	1000
Special School	Riverwalk Academy	5750 Mt Gallant Rd	Rock Hill	29732	1000
Special School	Royal Live Oaks Academy of Arts and Science	400 John Smith Rd	Hardeeville	29927	1500
Special School	SC Public Charter District	1824 Barnwell St	Columbia	29201	2000
Special School	SC School for the Deaf and the Blind	355 Cedar Springs Rd	Spartanburg	29302-4628	500
Special School	SC Virtual Charter School	2023 Platt Springs Rd	West Columbia	29169	500 + MRS
Special School	SC Whitmore School	501 Commerce Dr NE	Columbia	~~29036~~ 29223	250 + MRS
Special School	Spartanburg Preparatory School	385 S. Spring Street	Spartanburg	29306	500 + MRS
Special School	Tall Pines STEM Academy	550 Camp Long Road	Aiken	29805	600
Special School	The Montessori School of Camden	2 Montessori Way	Camden	29020	250

Special School	The Palmetto School	1234 Flint St	Rock Hill	29730	500 + MRS
Special School	Thornwell Campus	109 W Calhoun St	Clinton	29325	1000
Special School	Virtus Academy Charter School	2407 Pisgah Rd	Florence	29501	3000
Special School	Willie Jefferies School of Excellence	3029 Five Chop Rd	Orangeburg	29115	1000
Special School	York Prepartory Academy	1047 Golden Gate Court	Rock Hill	29731	1000
Special School	Youth Leadership Academy Charter	698 Concord Church Road	Pickens	29671	500
Special School	Governor's School for Science and Mathematics	401 Railroad Ave	Hartsville	29550	1500
Special School	Governor's School for Arts and Humanities	15 University Street	Greenville	29601	2500
Special School	John de la Howe	192 Gettys Rd	McCormick	29835	1000 + MRS

ATTACHMENT 2 - AMENDED

PRICING TEMPLATE

(available online)

ATTACHMENT 3

SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

Instructions:

I. Attach additional pages or documents as appropriate.
II. As used in this Questionnaire, government information shall have the meaning defined in the clause titled "Information Security."

1. Describe your policies and procedures that ensure access to government information is limited to only those employees/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 employees and Contractors who have access to government information?
4. Describe and explain your security policies and procedures related to use of Contractors/sub-contractors.
5. List any certifications that you have that demonstrate that adequate security controls are in place to properly store, manage and process government information (for example, ISO or SSAE certifications). Will these certifications be in place for the duration of the contract? Will you provide the state with most recent and future audit reports related to these certifications?
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?
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? Do you log transactions and network activity? 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)

_____
(printed name of person signing above)

Its: _____
(title of person signing above)

Date: _____

ATTACHMENT 4

SERVICE LEVEL AGREEMENTS

SLA #1

For any delay in the notification of the procuring entity in accordance with South Carolina law in the event of a breach of any of the State's information within the control of Contractor or its information systems, the Contractor shall issue the UGU a credit based on the following table:

Security Breach Notification (Hours)	Service Credit
00:00:01 – 24:00:00	No Credit
24:00:01 – 25:00:00	10% of the monthly invoiced amount
25:00:01 – 26:00:00	50% of the monthly invoiced amount
26:00:01 or longer	100% of the monthly invoiced amount

SLA #2

For any delay in circuit installation, the Contractor shall issue the UGU a credit based on the following table:

Circuit Installation – Facilities on Premise (Days)	Service Credit
0-20 Calendar Days	No Credit
Greater than 20 Calendar Days	75% of the monthly invoiced amount

Circuit Installation – Facilities NOT on Premise (Days)	Service Credit
0-45 Calendar Days	No Credit
Greater than 45 Calendar Days	75% of the monthly invoiced amount

SLA #3

For any delay for increasing bandwidth, the Contractor shall issue the UGU a credit based on the following table:

Bandwidth Increase - Facilities Accommodate (Days)	Service Credit
0-10 Calendar Days	No Credit
Greater than 10 Calendar Days	75% of the monthly invoiced amount

Bandwidth Increase – Facilities DO NOT Accommodate (Days)	Service Credit
0-45 Calendar Days	No Credit
Greater than 45 Calendar Days	75% of the monthly invoiced amount

SLA #4

For any delay in the notification of a Service Affecting Issue, the Contractor shall issue the UGU a credit based on the following table:

Service Affecting Issue Notification (Minutes)	Service Credit
00:00:01 – 00:20:00	No Credit
00:20:01 – 00:30:00	10% of the monthly invoiced amount
00:30:01 – 00:40:00	50% of the monthly invoiced amount
00:40:01 or longer	100% of the monthly invoiced amount

SLA #5

For any delay in response to a Service Affecting Issue, the Contractor shall issue the UGU a credit based on the following table:

Service Affecting Issue Response (Minutes)	Service Credit
00:00:01 – 00:60:00	No Credit
00:60:01 – 00:70:00	10% of the monthly invoiced amount
00:70:01 – 00:80:00	50% of the monthly invoiced amount
00:80:01 or longer	100% of the monthly invoiced amount

SLA #6

For any delay in providing the Email Status Update, the Contractor shall issue the UGU a credit based on the following table:

Email Status Update (Minutes)	Service Credit
00:00:01 – 00:60:00	No Credit
00:60:01 – 00:70:00	10% of the monthly invoiced amount
00:70:01 – 00:80:00	50% of the monthly invoiced amount
00:80:01 or longer	100% of the monthly invoiced amount

SLA #7

Mean Time To Repair is four (4) hours or less. If repairs take longer than 4 hours the Contractor shall the UGU a credit based on the following table:

MTTR (Hours)	Service Credit
00:00:01 – 04:00:00	No Credit
04:00:01 – 05:00:00	10% of the monthly invoiced amount
05:00:01 – 06:00:00	50% of the monthly invoiced amount
06:00:01 or longer	100% of the monthly invoiced amount

SLA #8

For any delay in provided RFO, the Contractor shall issue UGU credit based on the following table:

Providing RFO (Hours/Minutes)	Service Credit
00:00:01 – 01:00:00	No Credit
01:00:01 – 01:30:00	10% of the monthly invoiced amount
01:30:01 – 02:00:00	50% of the monthly invoiced amount
02:30:01 or longer	100% of the monthly invoiced amount

SLA #9

For any delay in provided RCA, the Contractor shall issue UGU credit based on the following table:

Providing RCA (Hours)	Service Credit
00:00:01 – 24:00:00	No Credit
24:00:01 – 25:00:00	10% of the monthly invoiced amount
25:00:01 – 26:00:00	50% of the monthly invoiced amount
26:00:01 or longer	100% of the monthly invoiced amount

SLA #10

For any delay in providing DTO the Administrative Fee in the manner required, the Contractor shall issue DTO a credit based on the following table:

Administrative Fee – Accurate and Timely Issued	Service Credit	Timeframe
30 calendar days or better	No Credit	Per Month
1st late issuance/accuracy	110% of the monthly administrative fee	Per Year
2nd late issuance/accuracy	150% of the monthly administrative fee	Per Year
3rd late issuance/accuracy	200% of the monthly administrative fee	Per Year

SLA #11

Should the Monthly Service Availability be less than 99.99%, the Contractor shall issue UGU credit based on the following table:

Monthly Service Availability	Service Credit	Timeframe
≥ 99.99%	No Credit	Per Month
99.989% - 99.980%	10% of the monthly invoiced amount	Per Month
99.979% - 99.970%	25% of the monthly invoiced amount	Per Month
99.969% or lower	50% of the monthly invoiced amount	Per Month

ATTACHMENT 5

ADMIN FEE REPORT EXAMPLE

(available online)

ATTACHMENT 6

Purchase Order Attachment
Acceptance of Offers 10% Below Statewide Mandatory [Term] Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds $500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR (full legal name of business entering this contract)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
AUTHORIZED SIGNATURE (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(37), which is reprinted below.

AUTHORIZED SIGNATURE (procurement officer authorized to issue purchase order and sign certification)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Section 11-35-310(37) of the South Carolina Code of Laws reads as follows: "“Term contract” means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

--- Purchase Order Attachment (MAY 2024) ---

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:
https://dor.sc.gov/forms-site/Forms/I312.pdf. [09-9005-1]

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017)

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISON. STRICKEN TEXT IS DELETED. [02-2A097-1]

The following questions were received pursuant to the original date and time specified on the front of the solicitation:

Question 1 - *Reference: Section III, Managed Internet Router Service, "The Contractor must be classified as a Tier 1 or Tier 2 internet service provider."*
Please confirm that the State will treat an Offeror as a Tier 2 internet service provider if it operates its own Autonomous System Number (ASN) and BGP routing policy for State traffic, buys IP transit from three or more Tier 1 upstream ISPs, and delivers service over subcontracted carrier access circuits and POP facilities that are fully disclosed in the proposal. Please also state what documentation the State will accept to show Tier classification, for example ARIN ASN registration, upstream transit agreements or letters of commitment, and peering lists?

DTO response: The State will not make a determination of an Offeror's Tier 1 or Tier 2 Internet Service Provider (ISP) classification based solely on the network characteristics described in the question. An Offeror that operates its own Autonomous System Number (ASN), maintains responsibility for its Border Gateway Protocol (BGP) routing policies, and purchases IP transit from upstream providers may qualify as a Tier 2 ISP. However, these characteristics, including the number of upstream Tier 1 providers, do not independently establish Tier 2 classification.

The use of subcontracted carrier access circuits or Points of Presence (POPs) does not, by itself, disqualify an Offeror from consideration, provided such arrangements comply with the requirements of the solicitation. The Offeror remains responsible for meeting all contractual, technical, operational, and service-level requirements.

Offerors should provide documentation sufficient to substantiate their claimed ISP classification and demonstrate their ability to deliver the required services. Supporting documentation may include ASN registration records, network topology diagrams, descriptions of BGP routing and network operations, upstream IP transit agreements or letters of commitment, and relevant peering information. No single document will be considered conclusive evidence of Tier 1 or Tier 2 classification.

The State will evaluate each Offeror's qualifications and supporting documentation in accordance with the requirements and evaluation criteria established in the solicitation. The State will not make advance determinations of an individual Offeror's eligibility through the question-and-answer process.

Question 2 - *Reference: Section III, Statewide Internet Service Providers Upstream Connectivity, "each ISP able to accommodate all UGU Internet Access subscriptions."*
Does this mean each upstream ISP must be able to carry the total subscribed bandwidth of all UGU circuits at the same time (about 747 Gbps based on Attachment 1), or the peak aggregate utilization the UGUs actually observe? Can the State share the current peak aggregate Internet utilization for the K-12 and library circuits?

DTO response: No, the RFP is intending to say that the Offeror must be able to provide service to all current subscriptions without exception and any new requests for service. The Contractor must be able to service the entirety of the state without exception.

Question 3 - *Reference: Section III, Contractor Staffing Requirements, Account Manager "shall have been employed for a minimum of three years with the Offeror's company."*
The Offeror recently changed its legal name. The legal entity and federal UEI are unchanged. Please confirm that employment with the Offeror under its prior legal name counts toward the three-year requirement. Please also confirm that an Account Manager who lives in South Carolina and works from a home office there meets the requirement to work "from a South Carolina location."

DTO response: Yes, the years of service under the prior company name counts. Telecommuting is not an issue.

Question 4 - *Reference: Section VI, Evaluation Factors, (1) Price; Attachment 2 Pricing Template.*
Attachment 2 contains 73 bandwidth tiers from 10 Mb to 50 Gb. How will the E-Rate-eligible price be calculated for evaluation: as a simple sum of the eligible prices for every tier, as a sum weighted by the Attachment 1 inventory, or another way? Please state which Attachment 2 columns are included in the evaluated price?

DTO response: Prices will be summed; Monthly Recurring and Managed Internet Router Service columns will be part of the scoring.

Question 5 – *Reference: Attachment 2, column "Managed Internet Router Service MRC"; Section III, Managed Internet Router Service.*
Does the State consider the Managed Internet Router Service to be part of the Category 1 E-Rate-eligible Internet access service, or should it be identified and priced as an E-Rate-ineligible component? Will this column be included in the evaluated E-Rate-eligible price?

DTO response: MRS is E-Rate eligible. Yes, this column is part of the bid evaluation.

Question 6 – *Reference: Attachment 2, column "Non-recurring Access / Installation".*
Will non-recurring installation charges be included in the evaluated price? If so, how will they be combined with monthly recurring charges, for example the NRC added to the MRC multiplied by 60 months?

DTO response: The Non-recurring charges column has been removed from the pricing sheet. This is because non-recurring costs are site specific and the pricing varies by location and funding year.

Question 7 – *Reference: Attachment 1, Bandwidth column entries marked "+ MRS."*
Sixteen locations are listed with "+ MRS" after the bandwidth. Please confirm that "MRS" means Managed Router Service and explain how these locations differ from the others, given that Section III states Managed Router Service is required for all services?

DTO response: MRS is managed router service, the locations that indicate +MRS have opted for the service providers Managed Router. This is not a requirement of all locations; it is an option that is available upon request by our customer. Please see the change to Section III Overview in this Amendment.

Question 8 - *Reference: Section III, UGU Interface and Compatibility, "Contractor-provided access circuits and routers/switches (this is the demarcation point) at network aggregation points throughout the State of South Carolina."*

Are the street addresses in Attachment 1 the required service delivery and demarcation locations for each circuit? Or will the State or the UGU designate different network aggregation points?

DTO response: The addresses listed in Attachment 1 are the current addresses of the demarcation locations. If the location moves or new locations are added to the contract the address for the new demarcation point will be provided.

Question 9 - *Reference: Attachment 1, location data.*
Please confirm or correct the following entries:
American Leadership Academy - Northeast, Columbia, lists the address as "TBD."
Calhoun Falls Charter School, 209 Edgefield St, Calhoun Falls, lists ZIP 29210.
Legion Collegiate Academy, 3090 Long Meadow Rd, Rock Hill, lists ZIP 29406.
SC Whitmore School, 501 Commerce Dr NE, Columbia, lists ZIP 29036.
Lakes and Bridges Charter School lists the address as "1600 E Main Stone, Easley."

DTO response: American Leadership Academy – Northeast (now Blythewood), 10301 Wilson Blvd, Blythewood, SC 29016.
Calhoun Falls Charter School is installed at the 209 address with ZIP 29628.
Legion Collegiate Academy ZIP is 29730.
SC Whitmore School ZIP is 29223.
Lakes and Bridges Charter School address is 1600 E Main St, Easley, SC 29640.

These changes have been made to Attachment 1 in this Amendment.

Question 10 - *Reference: Section III, Availability of Services, "latency less than or equal to five milliseconds between the UGU's equipment and the Contractor's equipment."*
Please confirm that latency is measured from the UGU-side handoff to the Contractor's first-hop or aggregation router across the access circuit. Please also confirm the measurement method the State will use, for example monthly average round-trip time.

DTO response: The State does not confirm that latency will be measured exclusively between the UGU-side handoff and the Contractor's first-hop or aggregation router.

Latency shall be measured in accordance with the performance requirements specified in the solicitation and shall reflect the performance of the Internet service being provided. The measurement endpoints and methodology must be appropriate for evaluating compliance with those requirements.

Unless otherwise specified in the solicitation, the State does not establish monthly average round-trip time as the sole method for determining latency compliance. The Contractor shall be responsible for demonstrating compliance with the applicable latency requirements and providing supporting performance data upon request.

The State reserves the right to verify reported latency measurements using reasonable and technically appropriate testing methods consistent with the solicitation's requirements.

Question 11 - *Reference: Section III, Distributed Denial of Service, annual independent DDoS testing.*
Is the annual independent DDoS test required for each UGU that subscribes to DDoS, or as one program-level test each contract year using a representative sample of UGU connections?

DTO response: The State's intent is to require annual independent testing of the Contractor's DDoS detection and mitigation capabilities. A program-level test utilizing a representative sample of participating UGU connections is

acceptable, provided the testing adequately demonstrates the effectiveness of the DDoS services provided under the contract. The Contractor shall document the testing methodology, results, and any identified deficiencies and corrective actions.

Question 12 - *Reference: Section III, Distributed Denial of Service, service portal "combined view of the U.S. Homeland Security threat level."*
The Department of Homeland Security retired the color-coded Homeland Security Advisory System in 2011 and replaced it with the National Terrorism Advisory System (NTAS) and CISA advisories. Please confirm that showing current NTAS and CISA advisory information in the portal meets this requirement.

DTO response: Yes, showing current NTAS and CISA advisory information will meet this requirement.

Question 13 - *Reference: Section VIII, Firm Prices, "If the Contractor or other members of the Contractor's team (subcontractors) provides a lower cost for any local service to any other customer, the State's prices/costs must be lowered."*
Please confirm that this most-favored-customer obligation is limited to services provided in South Carolina to similarly situated customers for the same or lower volume and term, consistent with the FCC lowest corresponding price rule (47 C.F.R. 54.511(b)). Please also confirm it does not apply to a subcontractor's unrelated pricing to its own customers outside this contract.

DTO response: The Contractor remains independently responsible for compliance with the Lowest Corresponding Price requirements of 47 C.F.R. § 54.511(b). The solicitation's most-favored-pricing requirement is a contractual requirement separate from the FCC LCP rule. For purposes of that contractual requirement, pricing offered independently by a subcontractor outside of its performance under this Contract will not, by itself, trigger the Contractor's obligation to reduce the State's pricing.

Question 14 - *Reference: Section III, Contractor's Duty to Inspect and Advise, "The Contractor must visit the proposed sites."*
Are site visits required before proposals are submitted, or will site surveys be done after award as part of implementation? If site visits are required before submission, how should Offerors arrange access through the Procurement Officer?

DTO response: Site visits are not required before proposals are submitted. The awarded vendor will visit the site to determine any non-recurring costs prior to installation of the Category One service (existing sites will not have non-recurring costs as there is current service there).

Question 15 - *Reference: Section III, Implementation and Damages; Section II.B Award date of December 8, 2026.*
Please confirm that, after the E-Rate Allowable Contract Date, the Contractor may begin site surveys, Letters of Agency, and ordering of access facilities before July 1, 2027. Please also confirm that liquidated damages will not apply to delays caused by a UGU's site-access readiness or by the incumbent provider's cooperation with the transition.

DTO response: The contract effective date is indicated on the statement of award the recurring service start date is July 1, 2027. All services must be transitioned to the new provider, if one is selected, by the service start date. Billing for Category One services will start on or after July 1, 2027. E-Rate invoicing does not begin before July 1, 2027. Liquidated damages apply only to delays attributable to the Contractor under Section 23. Liquidated damages will not apply to delays caused solely by UGU site-access/readiness issues, an incumbent provider, force majeure, or other circumstances beyond the Contractor's reasonable control, provided the Contractor timely notifies the State of the delay and takes reasonable steps to mitigate its effects.

Question 16 - *Reference: Section IV, Information for Offerors to Submit, Section 2 and Section VI, Evaluation Factors.*
Section VI states that Technical Approach will be evaluated using Section 2, items 2.1 through 2.7, but Section IV defines 2.1 Critical Elements, 2.2 Service Levels, and 2.3 Privacy Policies, followed by unnumbered items. Please confirm the full list of items that make up 2.1 through 2.7. Section IV also refers to the Service Provider Security Assessment Questionnaire as Attachment 2, while Section IX lists it as Attachment 3. Please confirm Attachment 3 is correct.

DTO response: The Solicitation clearly numbers items 2.4 through 2.7 as follows:
2.4 Service Provider Security Assessment Questionnaire
2.5 Safeguards Against Theft and Fraud
2.6 Offeror E-Rate Enrollment
2.7 Transition Plan

The Service Provider Security Assessment Questionnaire is Attachment 3.

Question 17 - *Reference: Section VII.B, Contractor's Liability Insurance and Information Security and Privacy insurance.*
Will the State accept a summary of insurance policies with the proposal, as described in Section IV, with certificates and endorsements for the Commercial Crime ($5,000,000 / $10,000,000) and Information Security and Privacy ($5,000,000 / $10,000,000) coverages provided before work begins?

DTO response: Any exceptions requested or modifications must be identified in the Offeror's proposal and will be considered in accordance with the Solicitation's discussions and negotiations provisions. The State does not agree in advance to accept any Offeror-proposed modification to the limitation-of-liability provision.

Question 18 - *Reference: Section III, E-Rate Compliance Specifications, FCC Form 470.*
Please provide the FY2027 FCC Form 470 application number associated with this solicitation and the date it was certified. Please also confirm whether this solicitation will be posted to the Form 470 as an RFP document in EPC.

DTO response: FCC Form 470# 270002053 certified 10/14/2026, documents associated with the solicitation are posted.

Question 19 - *Reference: Section III, Interoperability and Implementation; Contract 4400028451.*
To support transition planning and interoperability with the current Data Transport provider under Contract 4400038702, can the State provide the current Internet circuit inventory, including speed, handoff type, and current demarcation equipment at each Attachment 1 location?

DTO response: This information would be provided to the Contractor if it is different from the current provider.

Question 20 - *Reference: Attachment 2, tiers 10.5 Gb through 50 Gb.*
For speeds above 10 Gb, will the State accept delivery on 100 Gigabit Ethernet interfaces, or on multiple 10 Gigabit Ethernet interfaces bundled with LACP, at the Contractor's choice and with the UGU's agreement?

DTO response: Yes. For service speeds exceeding 10 Gbps, the State will accept delivery using a 100 Gigabit Ethernet interface or multiple 10 Gigabit Ethernet interfaces configured using Link Aggregation Control Protocol (LACP), port channels, or equivalent interface bundling technologies.

However, the Contractor must be flexible in its delivery options and accommodate the existing network equipment capabilities and interface requirements of the applicable UGU. The handoff configuration shall be mutually agreed

upon by the Contractor and the UGU prior to implementation and must support the contracted service bandwidth and all applicable performance requirements.

The Contractor may not unilaterally determine the handoff configuration without the UGU's agreement.

Question 21 – *Reference: Cover Page, Submit Offer by 11/17/26*
Will the State be providing an extension?

DTO response: The submission deadline has been extended. Please see the Cover Page of this Amendment.

Question 22 - *Reference: Limitation of Liability*
The RFP does not refer to a Limitation of Liability. Will the State negotiate a Limitation of Liability upon vendor award?

DTO response: The State has amended the Solicitation to include a limitation-of-liability provision applicable to the resulting contract. Offerors should review and respond to the limitation-of-liability provision as included in this Amendment. Any requested exceptions or modifications must be identified in the Offeror's proposal and will be considered in accordance with the Solicitation's discussions and negotiations provisions. The State does not agree in advance to accept any Offeror-proposed modification to the limitation-of-liability provision.

Question 23 - *Reference: Distributed Denial of Defense, Section 9 – page 22*
The RFP states that the Contractor shall not limit the size of an attack for DDoS mitigation. Does this require contractually unlimited mitigation capacity, or will the provider's available mitigation/scrubbing capacity satisfy this requirement?

DTO response: The State recognizes that DDoS mitigation platforms have finite technical capacities. The intent of this requirement is that the Contractor shall not impose contractual limitations on the size of DDoS attacks eligible for mitigation. The Contractor must provide mitigation services utilizing its available mitigation and scrubbing infrastructure and demonstrate sufficient capacity to protect the Internet services provided under this contract. Offerors shall describe their mitigation capabilities, including available capacity and any technical limitations.

Question 24 - *Reference: Distributed Denial of Defense, Section 9 – page 22*
When the RFP requires an unlimited number of DDoS mitigations per Internet connection, does this mean there can be no per-event, mitigation-count, or usage-based charges regardless of the number of attacks?

DTO response: Yes. The Contractor shall provide an unlimited number of DDoS mitigation events for each Internet connection subscribing to the DDoS service. The Contractor shall not assess additional per-event, mitigation-count, or usage-based charges based on the number of DDoS attacks mitigated. All costs associated with providing the required DDoS mitigation services must be included in the proposed DDoS service pricing.

Question 25 - *Reference: Distributed Denial of Defense, Section 9 – page 22*
For the required annual DDoS testing, must the independent vendor be completely unaffiliated with the DDoS service provider, or may a separate testing organization arranged through the Contractor perform the testing?

DTO response: The Contractor may arrange for annual DDoS testing through a separate, qualified testing organization. The testing organization must be independent of the Contractor's DDoS service operations and capable of providing an objective assessment of the detection and mitigation capabilities. The Contractor shall provide the State with documentation of the testing organization's qualifications, testing methodology, and results.

Question 26 - *Reference: Distributed Denial of Defense, Section 9 – page 22*
Is the specified use of pre-scripted BGP announcements mandatory, or will an equivalent provider-managed traffic-diversion method that routes affected traffic through DDoS scrubbing facilities be considered compliant?

DTO response: The State will accept equivalent provider-managed traffic-diversion methods in lieu of pre-scripted BGP announcements, provided the proposed solution meets or exceeds the DDoS mitigation capabilities and performance requirements specified in the solicitation.

Any proposed alternative must provide the ability to promptly redirect affected traffic through DDoS scrubbing facilities, mitigate malicious traffic, and restore normal traffic routing following mitigation. The Contractor shall describe its proposed traffic-diversion methodology, including how mitigation is initiated, managed, and terminated, and demonstrate that the solution provides equivalent functionality, reliability, and effectiveness.

The State reserves the right to evaluate the proposed methodology for compliance with all applicable solicitation requirements.

Question 27 - *Reference: Distributed Denial of Defense, Section 9 – page 22*
Are the specific portal capabilities listed in the RFP, including the U.S. Homeland Security threat level, network security/traffic levels, port/protocol information, advisories, and security information, mandatory as described, or will functionally equivalent threat intelligence, traffic analytics, alerting, and reporting capabilities be considered compliant?

DTO response: The State will consider functionally equivalent capabilities that meet or exceed the intended functionality of the requirements outlined in Section III, Requirements 9.15 through 9.20. Offerors proposing alternative functionality must clearly describe how their proposed solution satisfies each requirement, including threat intelligence, network security and traffic visibility, port/protocol information, security advisories, alert customization, and reporting capabilities. The State will evaluate proposed solutions based on their ability to meet the functional and operational objectives of the solicitation.

Question 28 - *Reference: Site List*
Please confirm the address for American Leadership Academy-Northeast.

DTO response: American Leadership Academy – Northeast (now Blythewood). Address is 10301 Wilson Blvd, Blythewood SC 29016.

Question 29 - *Reference: Managed Router*
The solicitation infers managed router service for all sites. Attachment 1 within the solicitation identifies "+ MRS" for 16 specific sites in the bandwidth column. Is there a differentiation between these sites and all other sites?

DTO response: Managed Router Service is required to be offered, the school district/school/library can choose if they need the service. See the change in Section 3 Overview in this Amendment. Currently the only sites that have it are indicated as + MRS in the solicitation. At any time, current sites can request the service.

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE "DUTY TO INQUIRE" CLAUSE IN THE ORIGINAL REQUEST FOR PROPOSAL.