

HENRY MCMASTER, CHAIR  
GOVERNOR  
CURTIS M. LOFTIS, JR.  
STATE TREASURER  
BRIAN J. GAINES  
COMPTROLLER GENERAL



HARVEY S. PEELER, JR.  
CHAIRMAN, SENATE FINANCE COMMITTEE  
BRUCE W. BANNISTER  
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE  
GRANT GILLESPIE  
EXECUTIVE DIRECTOR

THE DIVISION OF PROCUREMENT SERVICES  
DELBERT H. SINGLETON, JR.  
DIVISION DIRECTOR  
(803) 734-8018  
JOHN ST. C. WHITE  
MATERIALS MANAGEMENT OFFICER  
(803) 737-0600  
FAX: (803) 737-0639

## Protest Decision

**Matter of:** Enterprise IT Security

**File No.:** 2024-216

**Posting Date:** July 18, 2024

**Contracting Entity:** State Fiscal Accountability Authority – Division of Procurement Services

**Solicitation No.:** 5400026532

**Description:** STC Tenable Products and Services

### DIGEST

The Chief Procurement Officer (CPO) grants in part and denies in part the protest of Enterprise IT Security (Enterprise). Enterprise's protest is attached as Exhibit A.

### AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

### BACKGROUND

The facts pertinent to this decision are:

- On March 15, 2024, the Division issued a solicitation for proposals to provide Tenable Products and Services. [Exhibit B] The products and services to bid were designated on a Weighted Bid Schedule, which was Attachment C to the Solicitation.

<b>TENABLE PRODUCTS &amp; SERVICES</b>				
<i>Weighted Bid Schedule for Solicitation # 5400026532</i>				
<i>Instructions:</i> Enter your best discount off the Tenable MSRP list price for each category. The volumes listed are for evaluation only and should not be construed as actual or projected expected sales. The discounts entered on this bidding schedule are binding for the duration of the contract term. This completed spreadsheet must be submitted with your bid.				
<b>Tenable Products &amp; Services</b>				
Description	Bidder's Discount	FOR EVALUATION PURPOSES ONLY ↓	Weight	Weighted Amount
Tenable One			15.00	15.00
Tenable.sc Family - Perpetual - New			15.00	15.00
Tenable.sc Family - Perpetual - Upgrade			10.00	10.00
Tenable.sc Family - Perpetual - Maintenance			30.00	30.00
Tenable.sc Family - Subscriptions			15.00	15.00
Tenable Nessus Family - On-Premise - New			15.00	15.00
Tenable Nessus Family - On-Premise - Upgrade			10.00	10.00
Tenable Nessus Family - On-Premise - Maintenance			30.00	30.00
Tenable Nessus Family - Subscriptions			15.00	15.00
Tenable OT Security			10.00	10.00
Tenable Support Services			20.00	20.00
Tenable Professional Services			10.00	10.00
Tenable Training Courses		5.00	5.00	
			<b>Offeror's Weighted Total</b> <i>(For Evaluation Only)</i>	<b>200.00</b>

This document was identified with the document title “Bid Sheet.xlsx” on the South Carolina Enterprise Information System (SCEIS) website were the Division published the solicitation and attachments.

- At 2:26:43 PM on March 27, 2024, the Division issued Amendment 1 replacing the original solicitation document in its entirety. [Exhibits C and D] The document titled “Bid Sheet.xlsx” posted on the SCEIS Website remained unchanged.

- At 6:35:58 PM on March 27, 2024, the Division published a revised Weighted Bid Schedule, still with the title “Bid Sheet.xlsx.” [Exhibit D] This revised schedule did not change any of the Tenable Products or Services which bidders were to bid but only changed the weights for some of the products and services.

<b>TENABLE PRODUCTS &amp; SERVICES</b>				
<i>Weighted Bid Schedule for Solicitation # 5400026532</i>				
<i>Instructions:</i> Enter your best discount off the Tenable MSRP list price for each category. The volumes listed are for evaluation only and should not be construed as actual or projected expected sales. The discounts entered on this bidding schedule are binding for the duration of the contract term. This completed spreadsheet must be submitted with your bid.				
<b>Tenable Products &amp; Services</b>				
Description	Bidder's Discount		Weight	Weighted Amount
Tenable One		FOR EVALUATION PURPOSES ONLY ↓	25.00	25.00
Tenable.sc Family - Perpetual - New			20.00	20.00
Tenable.sc Family - Perpetual - Upgrade			10.00	10.00
Tenable.sc Family - Perpetual - Maintenance			20.00	20.00
Tenable.sc Family - Subscriptions			20.00	20.00
Tenable Nessus Family - On-Premise - New			15.00	15.00
Tenable Nessus Family - On-Premise - Upgrade			10.00	10.00
Tenable Nessus Family - On-Premise - Maintenance			20.00	20.00
Tenable Nessus Family - Subscriptions			15.00	15.00
Tenable OT Security			10.00	10.00
Tenable Support Services			20.00	20.00
Tenable Professional Services			10.00	10.00
Tenable Training Courses			5.00	5.00
			<b>Offeror's Weighted Total</b>	<b>200.00</b>
			<i>(For Evaluation Only)</i>	

- On April 5, 2024, the Division published Amendment 2 replacing Amendment 1 in its entirety. [Exhibit E] The Division did not change the Weighted Bid Schedule published the evening of March 27<sup>th</sup>.

- By the deadline for receipt of bids, the Division received four bids.<sup>1</sup> [Exhibit F]
- Enterprise used the Weighted Bid Schedule published with the solicitation on March 15, 2024, to submit its bid and the Procurement Officer found Enterprise to be nonresponsive for failing to use the revised Weighted Bid Schedule.
- On May 17, 2024, the Division posted a notice of Intent to Award contracts to SHI International Corp. and Presidio Networked Solutions LLC. [Exhibit G]
- Enterprise timely filed a notice of intent to protest and, on June 3, 2024, perfected its protest.

## DISCUSSION

### Weighted Bid Schedule

Enterprise first protests that the Division failed to provide proper notice of the revised Weighted Bid Schedule. Specifically, Enterprise complains that neither Amendment 1 nor 2 expressly state that the Division has revised the Weighted Bid Schedule.

Both Amendments 1 and 2 state:

**IMPORTANT NOTICE:** In order to make the solicitation document easier to read, the state has opted to issue a completely new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their 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**

---

<sup>1</sup> The first page of the bid tabulation lists five bidders but Access IT Group, Inc., did not include a completed Weighted Bid Schedule with its online submittal.

**review the content of the entire document** and cannot rely detrimentally on highlights identifying all changes.<sup>2</sup>

[emphasis supplied]

None of the references to bid schedule or Weighted Bid Schedule are highlighted in either Amendment 1 or 2 and there is nothing in either document to tell a potential bidder that the Weighted Bid Schedule may have changed other than the language quoted above. The Department warned potential bidders “that they are responsible to review the entire document” for changes, including those that may not have been highlighted. Each document included Attachments A through D. Therefore, by this warning, potential bidders were cautioned to review the Attachments for changes as well. Attachment C was the Weighted Bid Schedule.<sup>3</sup>

There is merit to the argument that, with respect to Amendment 1, there was inadequate notice of a change to the Weighted Bid Schedule. If a careful bidder had reviewed the attachments at the time Amendment 1 was posted, it would not have observed any changes to the Weighted Bid Schedule since it was not posted until hours later. However, a careful bidder reviewing the attachments at the time Amendment 2 was posted and in accordance with the warning in Amendment 2, would have observed the Weighted Bid Schedule had changed.<sup>4</sup>

Failure to use the revised Weighted Bid Schedule does not necessarily render Enterprise’s bid nonresponsive. A responsive bid is one “which conforms in all material aspects to the invitation for bids.” S.C. Code Ann. §11-35-1410(9). The State may waive a minor informality or irregularity which is not material. S.C. Code Ann. §11-35-1520(13). Both the original Weighted Bid Schedule and the revised Weighted Bid Schedule are identical except for the weights

---

<sup>2</sup> In both Amendments, this statement is in bold red letters highlighted in yellow.

<sup>3</sup> While Attachment C is not posted on the SCEIS Website with the same title it is given in the solicitation, it is easy for the reader to determine which document on SCEIS is Attachment C.

<sup>4</sup> It is true that the Department could have done a much better job of notifying bidders that the Weighted Bid Schedule had changed but this did not absolve bidders of the responsibility to review all documents forming a part of Amendment 2 to confirm nothing had changed. Of the four bidders, only Enterprise used the wrong bid form.

assigned for each product or service. The weights increased for three products or services and decreased for two as follows:

<b>Product Description</b>	<b>Original Weight</b>	<b>Revised Weight</b>	<b>Difference</b>
Tenable One	15	25	+10
Tenable.sc Family - Perpetual - New	15	20	+ 5
Tenable.sc Family - Perpetual - Maintenance	30	20	-10
Tenable.sc Family - Subscriptions	15	20	+ 5
Tenable Nessus Family – On Premise - Maintenance	30	20	-10

However, the weighting did not in any way change the performance requirements of the solicitation such as quantity, quality, or delivery. Moreover, the solicitation stated:

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]

[emphasis supplied]

Enterprise asks the CPO to allow a correction of Enterprise's mistake in using the wrong Weighted Bid Schedule by simply using the discounts it used in the original Weighted Bid Schedule and inserting these into the revised Weighted Bid Schedule. Enterprise notes that if the CPO does so, Enterprise will be the lowest bidder. In short, Enterprise argues that its use of the wrong bid form is a minor informality or irregularity.

The Procurement Code states:

A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids **having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The procurement officer shall either give the bidder an opportunity to cure** any deficiency resulting from a minor informality or irregularity in a bid **or waive** any such deficiency **when it is to the advantage of the State.** Such communication or determination shall be in writing.

S.C. Code Ann. §11-35-1520(13) [emphasis supplied]

Clearly, Enterprises use of the wrong bid schedule had no effect on quality, quantity, or delivery of the supplies or performance of the contract. Both bid forms were identical in products and services for which bidders were to supply a bid price. Moreover, because they were identical in products and services for which bidders were to supply a bid price, and the solicitation did not “guarantee that the State will buy any specified item or total amount,” use of the wrong bid form has “no effect or merely a trivial or negligible effect on total bid price.” Importantly, this is not a situation where enterprise is asking the State to change any of its bid prices to the prejudice of other bidders. Enterprise is simply asking the State to accept its bid prices without change. Moreover, this lower bid pricing is to the advantage of the State. The CPO finds that in this case, under this set of facts, the procurement officer should have waived the deficiency of Enterprise’s bid, accepted Enterprise’s bid prices without change, and evaluated those prices using the weighting on the modified bid form. *Matter of: Mike Johnson, Inc.*, B-271943 (Comp. Gen.) 96-2 CPD P 66, 1996 WL 456988 (finding failure to use revised bidding schedule a minor informality where revised bidding schedule did not add new work and bid otherwise obligated bidder to perform all contract requirements).

### SHI's Responsiveness

Enterprise next asserts that SHI International Corp. (SHI), one of the two intended awardees, was nonresponsive to the material requirements of the material requirements of the solicitation for failure to complete a Service Provider Security Assessment Questionnaire required by the solicitation.<sup>5</sup>

Part IV of the solicitation sets forth information offerors are to submit with their proposals and states:

**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]

[emphasis supplied]

Part IX of Amendment 2 states:

### **IX. ATTACHMENTS TO SOLICITATION**

- Attachment A – Withholding Requirements for Payments to Nonresidents
- Attachment B – Purchase Order Attachment: Acceptance of Offers 10% Below Statewide Term Contract Price
- Attachment C – Weighted Bid Schedule
- Attachment D – Tenable's Technical Support Plans

Part IX does not identify a Service Provider Security Assessment Questionnaire as an attachment bidders were required to submit with their proposals.<sup>6</sup>

Amendment 2 does include a Service Provider Security Assessment Questionnaire but there are no instructions requiring offerors to complete this form and submit it with their offers. The form

---

<sup>5</sup> As used in discussion of the remaining grounds of protest, "solicitation" refers to Amendment 2.

<sup>6</sup> Amendment 2 does include a Service Provider Security Assessment Questionnaire but does not identify this document as an attachment.



itself states that it must be read in conjunction with the clause “Service Provider Security Assessment Questionnaire – Required.” In its protest, Enterprise quotes from this clause in support of its argument that SHI’s proposal is nonresponsive. However, Enterprise does not quote from the solicitation since this clause is not included in the solicitation. Instead, Enterprise quotes from a compendium of standard clauses posted on the Divisions website. This standard clause, which makes providing the SPSAQ mandatory, states:

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

The solicitation, however, failed to include this clause. And none of these clauses form a part of a solicitation unless actually included in the solicitation.

Nothing in the solicitation required SHI to submit a completed Service Provider Security Assessment Questionnaire with its bid. Therefore, SHI’s failure to submit a completed Service Provider Security Assessment Questionnaire did not render SHI’s proposal nonresponsive.

Lastly, Enterprise next asserts that SHI was nonresponsive for failure to submit a certificate of insurance or summary of all insurance policies as required by Part IV of the solicitation.

However, Section 11-35-1520(13) expressly identifies failure to furnish certificates of insurance as a minor informality which the Procurement Officer should allow the offeror to cure.

## **DECISION**

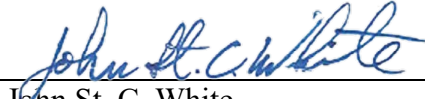
For the reasons stated above, the CPO 1) grant’s Enterprises protest asserting that the State should have treated its use of the wrong Weighted Bid Schedule as a minor informality that

Protest Decision, page 10

Case No. 2024-216

July 18, 2024

could have been cured, and 2) denies Enterprises two grounds of protest asserting that SHI was nonresponsive. The CPO vacates the Notice of Intent to Award and remands this Procurement back to the Division to proceed in accordance with the requirements of the Procurement Code.

A handwritten signature in blue ink, reading "John St. C. White", is written over a horizontal line.

John St. C. White  
Chief Procurement Officer

Columbia, South Carolina

**STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**

*Protest Appeal Notice (Revised July 2024)*

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

-----

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2024 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel  
Request for Filing Fee Waiver  
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

---

\_\_\_\_\_  
Name of Requestor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

---

1. What is your/your company's monthly income? \_\_\_\_\_

2. What are your/your company's monthly expenses? \_\_\_\_\_

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public of South Carolina

\_\_\_\_\_  
Requestor/Appellant

My Commission expires: \_\_\_\_\_

---

For official use only: \_\_\_\_\_ Fee Waived      \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Columbia, South Carolina

**NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.**





June 3, 2024

*Via Email*

John St. C. White  
Chief Procurement Officer  
Information Technology Management Office  
1201 Main Street, Suite 600  
Columbia, SC 29201

Re: Formal Bid Protest – Solicitation 5400026532 – STC Tenable Products and Services

Dear Mr. White:

Enterprise IT Security, LLC (“EITS”) hereby provides its protest of the Intent to Award for Solicitation 5400026532 (the “Tenable Solicitation” or the “Solicitation”), posted on May 17, 2024. Pursuant to S.C. Code Ann. §11-35-4210, a bidder must submit notice of intent to protest within seven business days of the date the award notice is posted, followed by submission of the actual protest within fifteen days from the date the award notice is posted. EITS submitted its notice of intent to protest via email on May 22, 2024, and this letter lays out the grounds of EITS’ formal protest.

This protest is timely under S.C. Code Ann. §11-35-310(13). Saturday, June 1, 2024, was the fifteenth day following the date the award notice was posted, and this protest is filed the following Monday, which is the next day that is not a Saturday, Sunday, or state or federal holiday.

EITS protests the notice of intent to award the Tenable Solicitation to Presidio and SHI for three reasons, any one of which is sufficient on its own accord:

- 1) The State did not provide prospective bidders with appropriate notice of the revised pricing attachment to the Solicitation, which is contrary to the policy of the Procurement Code.

The South Carolina Procurement Code “must be construed and applied to promote underlying purposes and policies.” S.C. Code Ann. §11-35-20(1). Among these purposes and policies are: 1) “ensuring that procurements are the most advantageous to the State;” 2) “to foster effective broad-based competition for public procurement within the free enterprise system;” and 3) “to ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement.” S.C. Code Ann. §11-35-20(2)(a), (b), and (f). The Tenable Solicitation did not comply with these policies of the Procurement Code because the bid pricing attachment to the Solicitation was released in a manner that was confusing to prospective bidders and resulted in the State receiving higher prices for the Tenable products bid in the Solicitation.

There were two versions of the bid pricing sheet associated with the Tenable Solicitation. The first version (“Version 1”) was published with the initial Solicitation on March 15, 2024. The second version (“Version 2”) was published on March 27, 2024, the same day that Amendment 1 was released. However, Version 2 of the bid pricing sheet was not released as part of Amendment 1. Amendment 1 was released on the Solicitation website on March 27, 2024, at 2:26 pm, during the afternoon of the business day. Over four hours later and after the end of the business day, Version 2 of the bid pricing sheet was released as an attachment at 6:35 pm (see Exhibit A, screenshot of Tenable Solicitation website).

Amendment 1 did not advise that a new bid pricing sheet had or would be released. Similarly, Amendment 2, which was released on April 5, 2024, did not indicate that a new bid pricing sheet had been released. By failing to indicate in either of the formal Amendments to the Solicitation that a new bid pricing sheet had been published, releasing Version 2 of the bid pricing sheet as an attachment after the close of the business day, and omitting reference to the bid pricing sheet in Amendment 2, the State’s Procurement Code policies of broad-based competition and fair and equitable treatment of all persons were impaired. EITS did not waive addressing this issue by acknowledging the Amendments while responding to the Solicitation, as neither Amendment referenced Version 2 of the bid pricing sheet.

EITS requests that the State either: 1) allow EITS to submit the correct Version 2 of the bid pricing sheet; or 2) cancel the notice of intent to award the Tenable Solicitation pursuant to S.C. Code Ann. R. 19-445.2085(C) and re-solicit.

- 2) It is in the best interest of the State to permit EITS to correct its bid submission instead of deeming EITS nonresponsive.

In addition to protesting the notice of intent to award the Tenable Solicitation, EITS hereby requests permission to correct its bid pursuant to S.C. Code Ann. R. 19-445.2085(A)(1). EITS’ submission of an incorrect bid pricing sheet was a clear error, caused in whole or part by the facts set forth in Reason 1 above, and resulted in disqualification of the lowest bidder. If not rectified, the result will be substantial loss to EITS, and it is both appropriate and in the best interest of the State to allow a correction.

If EITS’ submitted discounts are applied to Version 2 of the pricing sheet, **EITS’ pricing would be the lowest pricing submitted by any respondent and therefore the best value for the State.**

By deeming EITS nonresponsive for failing to use Version 2 of the bid pricing sheet in its response, the State is foregoing the best pricing available from any respondent. EITS’ error in using Version 1 of the bid pricing sheet is clearly evident, and EITS does not desire any revision to its substantive bid submission, merely to revise its submitted discounts onto Version 2 of the bid pricing sheet. A corrected bid that creates the lowest submitted bid is permitted under S.C. Code Ann. R. 19-445.2085(B) and will provide the best value to the State.

EITS requests that the State withdraw the finding that EITS was nonresponsive, permit correction of its bid response solely to apply the submitted discounts to Version 2 of the bid pricing sheet, and evaluate EITS’ corrected response prior to final award.

In the alternative, if the State does not allow EITS to correct its clear error in submitting an incorrect

bid pricing sheet, the State should cancel the notice of intent to award the Tenable Solicitation pursuant to S.C. Code Ann. R. 19-445.2085(C). Cancellation and re-solicitation are clearly in the best interest of the State to allow the State to take advantage of the lower pricing that EITS can provide for the Tenable products.

- 3) SHI failed to complete the required Security Questionnaire and did not provide a Certificate of Insurance, and therefore should be found nonresponsive.

#### **a. Security Questionnaire.**

Amendment 1 to the Tenable Solicitation added the Service Provider Security Assessment Questionnaire (“Security Questionnaire”) to the Solicitation (see Amendment 1, pages 61-62). The instructions for the Security Questionnaire state, in part, that “[t]his Questionnaire must be read in conjunction with both of the following two clauses (a) Service Provider Security Assessment Questionnaire – Required, and (b) Service Provider Security Representation.”

The clause Service Provider Security Assessment Questionnaire – Required requires that “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.**” (04-4027-2, S.C. Standard Contract Clauses (emphasis added), which EITS and Presidio both did.

The Security Questionnaire submitted by SHI was neither thorough nor complete and did not address any applicable organizations or information systems. Instead, SHI’s response to the Security Questionnaire was to state that the Security Questionnaire “is not applicable to SHI.” (see page 20 of the SHI Response to State of South Carolina, May 3, 2024). SHI also did not sign the Security Questionnaire. SHI’s failure to provide a thorough and complete response to the Security Questionnaire means that SHI’s response fails to conform to all material aspects of the Tenable Solicitation, and therefore SHI should be determined to be a nonresponsive bidder.

#### **b. Certificate of Insurance**

The Tenable Solicitation states that respondents “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.” (Information for Offerors to Submit – General, page 34 of the Tenable Solicitation). The response submitted by SHI does not contain any information about the insurance policies that SHI will use to comply with the insurance requirements of the Solicitation. SHI’s failure to provide any information about its insurance means that SHI’s response fails to conform to all material aspects of the Tenable Solicitation, and therefore SHI should be determined to be a nonresponsive bidder.

Based on SHI’s failure to submit the required Security Questionnaire and Certificates of Insurance, the State should determine SHI to be nonresponsive, leaving Presidio as the lone awardee and eliminating competition. With two of three bidders that responded with the best pricing having been deemed non-responsive, the State should allow for corrections to the responses or resolicit the Tenable Solicitation.



Reservation of Administrative Remedies.

EITS hereby provides notice of its intent to participate in all protest review, settlement, appeal, and other procedures under S.C. Code Ann. §11-35-4210 and requests copies of all notices, decisions, and other actions by the State under the Procurement Code in relation to this protest.

EITS is happy to answer any questions or provide supporting documents regarding this bid protest.



# PROCUREMENT SERVICES

## NOTICE OF TIME EXTENSION POSTINGS OF AWARD RELATED DOCUMENTS

For solicitations issued by the Information Technology Management Office, the Statement of Award or Intent to Award will be posted at this location on the date published on the solicitation. If the appropriate award document has not been posted at this location by the close of business on the date published on the solicitation, contact the procurement officer whose name and contact information appears on the cover page of the solicitation, or if applicable, the last amendment to the solicitation.

For additional information, please reference Regulation 19-445.2090(B).

[Refresh](#)

Solicitation Number	Solicitation Description	Purchasing Agency	Delivery Point	Submission Ending Date/Time
5400026532	STC-TENABLE PRODUCTS AND SERVICES	Materials Mgmt Ofc	South Carolina	05/03/2024 11:00:00 AM

## Solicitation Attachments

### Pre-Award Notices

5 solicitation attachments found, displaying all solicitation attachments.

	Attachment Name	Date/Time Posted
1	<a href="#">Support Plan.pdf</a>	03/15/2024 04:32:01 PM
2	<a href="#">Tenable Solicitation.pdf</a>	03/15/2024 04:32:06 PM
3	<a href="#">Amendment 1.pdf</a>	03/27/2024 02:26:43 PM
4	<a href="#">Bid Sheet.xlsx</a>	03/27/2024 06:35:58 PM
5	<a href="#">STC Tenable - Amendment 2.pdf</a>	04/05/2024 10:06:24 AM

## Contract Awards

### Post-Award Notices


To view Award Documents, click on the Contract Number below

2 contracts found, displaying all contracts.

<a href="#">Contract Number</a>	<a href="#">Term From</a>	<a href="#">Term Thru</a>	<a href="#">Vendor Name</a>	<a href="#">Vendor Number</a>
<a href="#">4400034650</a>	07/05/2024	07/04/2029	SHI INTERNATIONAL CORP	7000339906
<a href="#">4400034666</a>	07/05/2024	07/04/2029	PRESIDIO NETWORKED SOLUTIONS LLC	7000175727

[BACK](#)

Exhibit A - Screenshot of Tenable Solicitation from <https://webprod.cio.sc.gov/SCSolicitationWeb/contractSearch.do?solicitnumber=5400026532>, accessed May 31, 2024.

	<h2 style="margin: 0;">State of South Carolina</h2> <p style="margin: 10px 0 0 0;">Invitation For Bid</p>	<table style="width: 100%; border: none;"> <tr> <td style="border: none; padding-right: 5px;">Solicitation:</td> <td style="border: none;"><b>5400026532</b></td> </tr> <tr> <td style="border: none; padding-right: 5px;">Date Issued:</td> <td style="border: none;">03/15/2024</td> </tr> <tr> <td style="border: none; padding-right: 5px;">Procurement Officer:</td> <td style="border: none;">LILLANEA BOUKNIGHT</td> </tr> <tr> <td style="border: none; padding-right: 5px;">Phone:</td> <td style="border: none;">803-737-3224</td> </tr> <tr> <td style="border: none; padding-right: 5px;">E-Mail Address:</td> <td style="border: none;"><a href="mailto:lbouknight@mmo.sc.gov">lbouknight@mmo.sc.gov</a></td> </tr> <tr> <td style="border: none; padding-right: 5px;">Mailing Address:</td> <td style="border: none;">SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201</td> </tr> </table>	Solicitation:	<b>5400026532</b>	Date Issued:	03/15/2024	Procurement Officer:	LILLANEA BOUKNIGHT	Phone:	803-737-3224	E-Mail Address:	<a href="mailto:lbouknight@mmo.sc.gov">lbouknight@mmo.sc.gov</a>	Mailing Address:	SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201
Solicitation:	<b>5400026532</b>													
Date Issued:	03/15/2024													
Procurement Officer:	LILLANEA BOUKNIGHT													
Phone:	803-737-3224													
E-Mail Address:	<a href="mailto:lbouknight@mmo.sc.gov">lbouknight@mmo.sc.gov</a>													
Mailing Address:	SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201													

**DESCRIPTION: STC-Tenable Products and Services**

**USING GOVERNMENTAL UNIT: Statewide Term Contract**

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

**SUBMIT OFFER BY (Opening Date/Time): 04/29/2024 11:00am EST** (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: 03/29/2024 5:00pm EST** (See "Questions From Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED: Online Submission** (See "Online Bidding Instructions" provision)

- If submitting confidential information, include a separate redacted copy with your online submission marked "REDACTED." (See provisions "Submitting Redacted Offers" in Section IV & "Disclosure of Your Bid / Proposal and Submitting Confidential Data" in Section IIA.)

**Initial here if no redacted copy is necessary \_\_\_\_\_**

<p><b>CONFERENCE TYPE: Non-Mandatory Pre-Bid Conference</b>  <b>DATE &amp; TIME: 03/29/2024 10:00am EST</b></p> <p style="font-size: small;">(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p><b>LOCATION: Via MS Teams</b></p>
---	--------------------------------------

<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on <b>05/13/2024</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
--------------------------------------	--

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p><b>NAME OF OFFEROR</b></p> <p style="font-size: small;">(Full legal name of business submitting the offer)</p>	<p>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.</p>
<p><b>AUTHORIZED SIGNATURE</b></p> <p style="font-size: small;">(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p><b>DATE SIGNED</b></p>
<p><b>TITLE</b></p> <p style="font-size: small;">(Business title of person signing above)</p>	<p><b>STATE VENDOR NO.</b></p> <p style="font-size: small;">(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</p>
<p><b>PRINTED NAME</b></p> <p style="font-size: small;">(Printed name of person signing above)</p>	<p><b>STATE OF INCORPORATION</b></p> <p style="font-size: small;">(If you are a corporation, identify the state of incorporation.)</p>
<p><b>OFFEROR'S TYPE OF ENTITY: (Check one)</b> (See "Signing Your Offer" provision.)</p> <p>___ Sole Proprietorship ___ Partnership ___ Other _____</p> <p>___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)</p>	

**PAGE TWO**

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

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

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

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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
--	----------------------	----------------------	----------------------	-------------------------

<b>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): <span style="color: red;">PREFERENCES DO NOT APPLY. See S.C. Procurement Code § 11-35-1524 (E).</span></b>
--

<b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: <span style="color: red;">PREFERENCES DO NOT APPLY. See S.C. Procurement Code § 11-35-1524 (E).</span></b>
_____ In-State Office Address same as Home Office Address    _____ In-State Office Address same as Notice Address <b>(check only one)</b>

## Table of Contents

<b>I. SCOPE OF SOLICITATION</b> .....	<b>5</b>
<b>___ ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)</b> .....	<b>5</b>
<b>___ MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)</b> .....	<b>5</b>
<b>II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS</b> .....	<b>6</b>
<b>___ DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)</b> .....	<b>6</b>
<b>___ AMENDMENTS TO SOLICITATION (JAN 2004)</b> .....	<b>6</b>
<b>___ AUTHORIZED AGENT (FEB 2015)</b> .....	<b>7</b>
<b>___ BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)</b> .....	<b>7</b>
<b>___ BID ACCEPTANCE PERIOD (JAN 2004)</b> .....	<b>7</b>
<b>___ BID IN ENGLISH and DOLLARS (JAN 2004)</b> .....	<b>7</b>
<b>___ AUTHORITY AS PROCUREMENT AGENT (DEC 2015)</b> .....	<b>7</b>
<b>___ CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)</b> .....	<b>7</b>
<b>___ CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)</b> .....	<b>8</b>
<b>___ CODE OF LAWS AVAILABLE (JAN 2006)</b> .....	<b>9</b>
<b>___ DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)</b> .....	<b>9</b>
<b>___ DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)</b> .....	<b>9</b>
<b>___ DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)</b> .....	<b>9</b>
<b>___ DUTY TO INQUIRE (FEB 2015)</b> .....	<b>10</b>
<b>___ ETHICS CERTIFICATE (MAY 2008)</b> .....	<b>10</b>
<b>___ OMIT TAXES FROM PRICE (JAN 2004)</b> .....	<b>10</b>
<b>___ OPEN TRADE REPRESENTATION (JUN 2015)</b> .....	<b>10</b>
<b>___ PROTESTS (MAY 2019)</b> .....	<b>10</b>
<b>___ PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)</b> .....	<b>10</b>
<b>___ PUBLIC OPENING (JAN 2004)</b> .....	<b>11</b>
<b>___ QUESTIONS FROM OFFERORS (MODIFIED)</b> .....	<b>11</b>
<b>___ REJECTION/CANCELLATION (JAN 2004)</b> .....	<b>11</b>
<b>___ RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)</b> .....	<b>11</b>
<b>___ SIGNING YOUR OFFER (JAN 2004)</b> .....	<b>12</b>
<b>___ STATE OFFICE CLOSINGS (JAN 2004)</b> .....	<b>12</b>
<b>___ DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)</b> .....	<b>13</b>
<b>___ SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)</b> .....	<b>13</b>
<b>___ TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)</b> .....	<b>14</b>

<u>  </u> VENDOR REGISTRATION MANDATORY (MODIFIED).....	14
<u>  </u> WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004).....	14
<b>II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS.....</b>	<b>15</b>
<u>  </u> CONFERENCE - PRE-BID/PROPOSAL (MODIFIED).....	15
<u>  </u> ON-LINE BIDDING INSTRUCTIONS (MAR 2015).....	15
<u>  </u> PROTEST - CPO - ITMO ADDRESS (JUN 2006).....	16
<u>  </u> UNIT PRICES REQUIRED (JAN 2006).....	16
<b>III. SCOPE OF WORK/SPECIFICATIONS .....</b>	<b>17</b>
<u>  </u> SCOPE.....	17
<u>  </u> SEE BIDDING SCHEDULE .....	30
<u>  </u> DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006) .....	30
<u>  </u> DELIVERY DATE -- 30 DAYS ARO (JAN 2006).....	30
<u>  </u> OPERATIONAL MANUALS (JAN 2006).....	30
<u>  </u> QUALITY -- NEW (JAN 2006).....	30
<u>  </u> TECHNICAL SUPPORT -- INCLUDED (JAN 2006).....	30
<u>  </u> ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015) .....	30
<u>  </u> ADMINISTRATIVE SERVICES FEE - CALCULATION - ITMO (JUN 2015) .....	31
<b>IV. INFORMATION FOR OFFERORS TO SUBMIT.....</b>	<b>33</b>
<u>  </u> INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015).....	33
<u>  </u> MINORITY PARTICIPATION (DEC 2015) .....	33
<u>  </u> OFFSHORE CONTRACTING (JAN 2006).....	34
<b>V. QUALIFICATIONS.....</b>	<b>35</b>
<u>  </u> QUALIFICATIONS OF OFFEROR (MAR 2015) .....	35
<u>  </u> QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED) .....	35
<u>  </u> SUBCONTRACTOR -- IDENTIFICATION (FEB 2015) .....	36
<b>VI. AWARD CRITERIA.....</b>	<b>37</b>
<u>  </u> AWARD CRITERIA -- BIDS (JAN 2006).....	37
<u>  </u> AWARD TO ONE OFFEROR (JAN 2006) .....	Error! Bookmark not defined.
<u>  </u> CALCULATING THE LOW BID .....	37
<u>  </u> COMPETITION FROM PUBLIC ENTITIES (JAN 2006).....	37
<u>  </u> UNIT PRICE GOVERNS (JAN 2006).....	37
<b>VII. TERMS AND CONDITIONS -- A. GENERAL.....</b>	<b>38</b>

<u>  </u> <b>ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)</b>	<b>38</b>
<u>  </u> <b>BANKRUPTCY - GENERAL (FEB 2015)</b>	<b>38</b>
<u>  </u> <b>CHOICE-OF-LAW (JAN 2006)</b>	<b>38</b>
<u>  </u> <b>CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)</b>	<b>38</b>
<u>  </u> <b>DISCOUNT FOR PROMPT PAYMENT (JAN 2006)</b>	<b>39</b>
<u>  </u> <b>DISPUTES (JAN 2006)</b>	<b>39</b>
<u>  </u> <b>EFT INFORMATION (FEB 2021)</b>	<b>39</b>
<u>  </u> <b>EQUAL OPPORTUNITY (JAN 2006)</b>	<b>39</b>
<u>  </u> <b>FALSE CLAIMS (JAN 2006)</b>	<b>39</b>
<u>  </u> <b>FIXED PRICING REQUIRED (JAN 2006)</b>	<b>40</b>
<u>  </u> <b>NO INDEMNITY OR DEFENSE (FEB 2015)</b>	<b>40</b>
<u>  </u> <b>NOTICE (JAN 2006)</b>	<b>40</b>
<u>  </u> <b>OPEN TRADE (JUN 2015)</b>	<b>40</b>
<u>  </u> <b>PAYMENT and INTEREST (FEB 2021)</b>	<b>40</b>
<u>  </u> <b>PUBLICITY (JAN 2006)</b>	<b>41</b>
<u>  </u> <b>PURCHASE ORDERS (JAN 2006)</b>	<b>41</b>
<u>  </u> <b>SURVIVAL OF OBLIGATIONS (JAN 2006)</b>	<b>41</b>
<u>  </u> <b>TAXES (JAN 2006)</b>	<b>41</b>
<u>  </u> <b>TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)</b>	<b>41</b>
<u>  </u> <b>THIRD PARTY BENEFICIARY (JAN 2006)</b>	<b>41</b>
<u>  </u> <b>WAIVER (JAN 2006)</b>	<b>42</b>
<b>VII. TERMS AND CONDITIONS -- B. SPECIAL</b>	<b>43</b>
<u>  </u> <b>CHANGES (JAN 2006)</b>	<b>43</b>
<u>  </u> <b>COMPLIANCE WITH LAWS (JAN 2006)</b>	<b>43</b>
<u>  </u> <b>CONTRACT LIMITATIONS (JAN 2006)</b>	<b>44</b>
<u>  </u> <b>CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)</b>	<b>44</b>
<u>  </u> <b>CONTRACTOR PERSONNEL (JAN 2006)</b>	<b>44</b>
<u>  </u> <b>CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)</b>	<b>44</b>
<u>  </u> <b>CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)</b>	<b>44</b>
<u>  </u> <b>DEFAULT (JAN 2006)</b>	<b>44</b>
<u>  </u> <b>ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)</b>	<b>45</b>
<u>  </u> <b>ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)</b>	<b>46</b>
<u>  </u> <b>ILLEGAL IMMIGRATION (NOV 2008)</b>	<b>46</b>
<u>  </u> <b>INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)</b>	<b>46</b>
<u>  </u> <b>INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)</b>	<b>46</b>
<u>  </u> <b>INFORMATION SECURITY - DEFINITIONS (FEB 2015)</b>	<b>47</b>
<u>  </u> <b>INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)</b>	<b>47</b>
<u>  </u> <b>INFORMATION USE AND DISCLOSURE (FEB 2015)</b>	<b>48</b>

<u>  </u> LICENSES AND PERMITS (JAN 2006).....	49
<u>  </u> LIMITATION OF LIABILITY -- SINGLE AGENCY (MAY 2020) .....	49
<u>  </u> MATERIAL AND WORKMANSHIP (JAN 2006) .....	50
<u>  </u> OWNERSHIP OF DATA and MATERIALS (JAN 2006) .....	50
<u>  </u> PRICE ADJUSTMENTS (JAN 2006) .....	50
<u>  </u> PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006) .....	50
<u>  </u> PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006) .....	51
<u>  </u> PRICING DATA -- AUDIT -- INSPECTION (JAN 2006) .....	51
<u>  </u> RELATIONSHIP OF THE PARTIES (JAN 2006) .....	51
<u>  </u> RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006).....	51
<u>  </u> RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015).....	51
<u>  </u> SHIPPING / RISK OF LOSS (JAN 2006).....	52
<u>  </u> STATEWIDE TERM CONTRACT (FEB 2021) .....	53
<u>  </u> STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012) .....	53
<u>  </u> STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006) .....	53
<u>  </u> TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006) .....	53
<u>  </u> TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021) .....	54
<u>  </u> TERMINATION FOR CONVENIENCE (JAN 2006).....	54
<u>  </u> TRAVEL EXPENSES.....	55
<u>  </u> WARRANTY -- STANDARD (JAN 2006).....	55
VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL .....	56
<u>  </u> BIDDING SCHEDULE (NOV 2007).....	56
IX. ATTACHMENTS TO SOLICITATION .....	57



# I. SCOPE OF SOLICITATION

The Office of State Procurement is soliciting bids from qualified offerors to establish Statewide Term Contracts for Tenable products and services that discover, assess, analyze, fix, and measure a UGU's computing environment vulnerabilities as outlined herein.

## **ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)**

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

**IMPORTANT NOTICE: IF THE TERMS AND CONDITIONS HEREIN ARE OBJECTED TO, QUALIFIED, OR SUPPLEMENTED IN YOUR OFFER, YOUR OFFER SHALL BE DETERMINED NON-RESPONSIVE AND NOT CONSIDERED FURTHER. See "Responsiveness and Improper Offers" provision in Section IIA, SC Code of Laws §11-35-1520(13), and SC Code of Regulations Chapter 19-445.2070.**

## **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

Start date: 07/05/2024

End date: 07/04/2029

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

The initial contract term shall be for one (1) year with four (4) additional one-year renewal options for a total potential maximum contract of five (5) years.

## II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

### DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

### AMENDMENTS TO SOLICITATION (JAN 2004)

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

## **AUTHORIZED AGENT (FEB 2015)**

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

## **AWARD NOTIFICATION (MODIFIED)**

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

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

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

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

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

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

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

## **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

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

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

circumstances.

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

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

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

[02-2A035-1]

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

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

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

The South Carolina Regulations are available at:

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

[02-2A040-2]

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

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

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

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

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

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

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

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

## **ETHICS CERTIFICATE (MAY 2008)**

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

## **OMIT TAXES FROM PRICE (JAN 2004)**

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

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

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

## **PROTESTS (MAY 2019)**

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

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

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

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

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

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

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

## **QUESTIONS FROM OFFERORS (MODIFIED)**

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

Please address emails to [lbouknight@mmo.sc.gov](mailto:lbouknight@mmo.sc.gov) and put the solicitation number and name in the subject line.

**IMPORTANT NOTICE: ALL QUESTIONS MUST BE SUBMITTED, IN WRITING, AND RECEIVED BY THE PROCUREMENT OFFICER FOR THIS SOLICITATION NO LATER THAN 03/29/2024 5:00 PM SUBMIT QUESTIONS BY EMAIL TO THE PROCUREMENT MANAGER WITH SUBJECT LINE OF THE EMAIL: "QUESTION – 5400026532". QUESTIONS MUST BE SUBMITTED IN AN EASILY COPIED FORMAT SUCH AS MS WORD.**

## **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may

be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

[02-2A105-2]

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

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

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

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

[02-2A120-3]



## DISCLOSURE OF YOUR BID / PROPOSAL and 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]

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

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

### **VENDOR REGISTRATION MANDATORY (MODIFIED)**

**You must have a state vendor number to be eligible to submit an offer.** To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select Doing Business with Us. Then select Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID & 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 [Index - Business Entities Online - S.C. Secretary of State \(sc.gov\)](#) or S.C. Department of Revenue [Withholding \(sc.gov\)](#).)

**This process may take up to 45 days.**

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

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

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

### CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

**Pre-Bid/Proposal Conference Date and Time:** 03/29/2024 10:00am EST

Location of Pre-Bid/Proposal Conference: **Via MS Teams Only**

**Register by emailing [lbouknight@mmo.sc.gov](mailto:lbouknight@mmo.sc.gov) and an invitation will be sent to your email address. Contact the Procurement Officer with any registration issues before 5:00 PM on 03/28/2024.**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. {02-2B025-1}

**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 is to identify items that are in error, unclear, or unduly restrictive as well as discussing the terms and conditions and submittal process.**

**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.**

### ON-LINE BIDDING INSTRUCTIONS (MODIFIED):

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

(b) Steps for On-Line Bidding

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

#2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Doing Business with Us" and then "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.

(c) If you have problems entering an on-line 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 on-line offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

**If you are submitting on-line, please ensure you attach a copy of the Cover Page and Page Two under**

**Notes and Attachments.**

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

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

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

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

**UNIT PRICES REQUIRED (JAN 2006)**

Unit price to be shown for each item. [02-2B170-1]

### III. SCOPE OF WORK/SPECIFICATIONS

#### SCOPE

The scope of this solicitation includes Tenable products and services that discover, assess, analyze, fix, and measure a UGU's computing environment vulnerabilities as outlined herein.

#### Definitions

**Asset** - An "Asset" is a uniquely defined object that has been identified via a number of identifiers (i.e., a tag, CPU ID, multiple IP Address, MAC Address, etc.). An Asset can also be a web application that is addressable via URI or URL.

**Confidential information** refers to sensitive information in custody of the UGU. Examples of confidential information include credit card information, information security plan, system configuration standards, or information exempt from Freedom of Information Act (FOIA). Unauthorized disclosure, alteration or destruction of confidential data would result in considerable risk to the State.

**Documentation** means the then-current official user manuals and/or documentation for the Products available at docs.tenable.com.

**Host** - A "Host" is an entity on the UGU system that can be uniquely identified as a target of a Scan. Hosts shall include, but not be limited to, desktops, laptops, servers, storage devices, network devices, phones, tablets and containers.

**Hosted Services** are a type of service provided through the Tenable Vulnerability Management platform and include Scans and access to and use of the hosted environment (the *Hosted Environment*)

**Personally Identifiable Information (PII)** is information about a person that contains some unique identifier, including but not limited to name or Social Security Number, from which the identity of the person can be determined.

**Product(s)** means any of the products that Tenable offers, including Software, Hosted Services, Support Services and Professional Services. For the avoidance of doubt, this definition includes new products, and enhancements and capabilities added to existing Products, which are first offered by Tenable at any time during the contract term.

**Professional Services** means services purchased, including consulting services which are relevant to the implementation and configurations of Tenable Products as well as on-site or virtual training courses. Generally, Professional Services are defined either in a separate SOW or a Services Brief. Professional Services do not include the Hosted Services or Support Services.

**Restricted information** is highly sensitive information in custody or owned by the UGU and/or data which is protected by Federal or State laws and regulations. Examples of restricted information may include, but are not limited to, Federal Tax Information (FTI) and health information protected by the Health Insurance Portability and Accountability Act (HIPAA). Unauthorized disclosure, alteration or destruction of Restricted data shall result in considerable risk to the State including statutory penalties.

**Scan(s)** are a function performed by the Software and/or the Hosted Services on Scan Targets, which are conducted in order to provide data to UGU regarding its network security. *PCI Scans* are a specific type of Scan designed to assess compliance with the Payment Card Industry Data Security Standard. *Scan Data* is the resulting information created by the Scan. *Scan Target(s)* are the targets or subjects of a Scan.

**Services Brief** means the document which outlines Tenable’s basic, pre-packaged, non-customized, installation, or training Professional Services offered under a Tenable SKU and which do not require a separate SOW. For the avoidance of doubt, UGU may purchase commercial off the shelf SKU-based Professional Services without executing a separate Statement of Work.

**UGU Content** means any government information, as defined in Section VIIB herein, that (1) is not merely a byproduct of using one or more of the Products (including but not limited to telemetry data, Scan Data, and scan data usage); and (2) does not include un-redacted PII, Confidential, or Restricted information that is not anonymized

### **In-Scope Offerings**

- Perpetual and term (i.e. subscription) software licenses
- Appliances and applicable ancillary accessories
- Virtual appliances
- Support services
- Any combination of the above-listed offerings combined as a bundle
- Professional Services
- Training Services

### **Exclusions**

- Platform as a Service (PaaS), as defined by NIST 800 145
- Infrastructure as a Service (IaaS), as defined by NIST 800 145
- Non-Tenable brand name or third-party products
- Non-native products
- Telephony/IP telephony products

### **Pricing Models**

**Asset Based Pricing** (Tenable Vulnerability Management) – Tenable Vulnerability Management Scan data may reveal that a particular Asset has multiple unique identifiers (such as IP addresses). Tenable Vulnerability Management endeavors to count such Assets as a single unit of measurement for licensing purposes.

**Host Based Pricing** (Tenable Security Center, Nessus Manager) – Tenable Security Center does not differentiate when an Asset has multiple unique identifiers. In such instances, Tenable Security Center is likely to identify several Hosts as separate units of measurement for licensing purposes. This host based pricing model is the generally accepted industry standard which emphasizes the value in Tenable Vulnerability Management’s ability to create savings for Tenable’s customers.

### **Products**

#### **Tenable One Standard**

- *SaaS Product, Hosted in AWS Cloud.*

Tenable One is an exposure management platform that combines risk-based vulnerability management, web application security, cloud security and identity security to help organizations gain visibility across the modern attack surface, focus efforts to prevent likely attacks and accurately communicate cyber risk to support optimal business performance.

The platform combines the broadest vulnerability coverage spanning IT assets, cloud resources, containers, web apps and identity systems, builds on the speed and breadth of vulnerability coverage from Tenable Research and adds comprehensive analytics to prioritize actions and communicate cyber risk.

Tenable One allows organizations to gain comprehensive visibility across the modern attack surface; anticipate threats and prioritize efforts to prevent attacks; and communicate cyber risk to make better decisions

Capabilities include:

- **Exposure View:** Enables focused security efforts through clear, concise insight into your organization's security exposure answering such critical questions as "how secure are we" and "where do we stand in our preventative and mitigation efforts?" "how are we doing over time?" and "what are the key events?"
- **Tag Performance:** Addresses which tags make up an exposure card and how much that group of assets contributes to a given exposure score.
- **Attack Path Analysis:** With more than 150 supported attack techniques, Attack Path Analysis gives security practitioners a glimpse into the attacker mindset. It continuously monitors gaps across endpoint, identity and cloud to proactively visualize attack paths and mitigate high-risk exposures. It performs this function by mapping critical risks to the MITRE ATT&CK framework to visualize all viable attack paths continuously — both on-prem and in the cloud.
- **Asset Inventory:** Centralized view of all assets, including IT, cloud, Active Directory (AD) and web apps, with the ability to create specific asset tags from a variety of sources.
- **External Attack Surface Management (EASM):** Provides insight into the external attack surface, empowering your organization to identify and reduce risks from the attacker's perspective.
- **Custom Exposure Cards:** Enables concise, flexible communication of specific security insights.
- **News:** Integration with Tenable Research blogs allow for creation of custom exposure cards that reflect cyber security developments.

Tenable One Standard is comprised of Tenable Vulnerability Management, Tenable Web App Scanning, Tenable Cloud Security, Tenable Identity Exposure, Tenable OT Security, Tenable Security Center, Tenable Lumin & Exposure View & Asset Inventory.

In Tenable One most assets are equally interchangeable from a licensing perspective meaning they equal one asset even though they are detected by different products/sensors. A single asset is defined as: On-premises VM or OT asset: IT Asset, Cloud VM asset: Compute scanned via traditional methods, Web app: fully qualified domain name (FQDN), Active Directory: Enabled User, ASM: Observable Object (Only applies to Tenable One Enterprise). However, the exception to this rule is with cloud resources.

More info: <https://www.tenable.com/products/tenable-one>

## **Tenable One Enterprise**

- *SaaS Product, Hosted in AWS Cloud.*

Tenable One Enterprise is comprised of all features in Tenable One Standard plus Attack Path Analysis for breach & attack mitigation and External Attack Surface Management for insight into the external attack surface, allowing organizations to identify and reduce risks from the attacker's perspective.

An attack path defines a source, a target, and one or more attack techniques leading an attack from the source to the target. Attack techniques represent 'how' an adversary achieves a tactical goal by performing an action. For example, an adversary may dump credentials to achieve credential access. Tenable's Attack Path Analysis receives data and pairs it with advanced graph analytics, MITRE ATT&CK™, and Open Web Application Security Project® (OWASP) to map the possible attack techniques.

## **Tenable Vulnerability Management**

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *This product is available as both a commercial product or as a FedRAMP product (two different SKUs)*

Tenable Vulnerability Management is a risk-based vulnerability management platform that gives you full network visibility to predict attacks and quickly respond to critical vulnerabilities. Continuous, always-on

discovery and assessment provide the visibility you need to find all assets on your network, as well as hidden vulnerabilities on those assets. Built-in prioritization, threat intelligence and real-time reporting help you understand your risk and proactively disrupt attack paths. Built on leading Tenable Nessus technology and managed in the cloud, you get complete visibility of the assets and vulnerabilities on your network so you can quickly and accurately understand your risk and know which vulnerabilities to fix first.

Tenable Vulnerability Management is licensed by annual subscription and priced by asset, rather than by IP address. Our proprietary asset-counting algorithm leverages multiple asset attributes to programmatically identify unique assets to reduce duplication.

More info: <https://www.tenable.com/products/tenable-io>

## Tenable PCI ASV

- *Prerequisite: Tenable Vulnerability Management*

Tenable Vulnerability Management includes a PCI ASV license for a single, unique PCI asset. With this add-on module, Customers can submit an unlimited number of quarterly attestations.

Tenable's PCI ASV streamlines the quarterly external vulnerability scan submission and dispute process as required by PCI 11.2.2. With pre-configured scan templates and an efficient evidence/dispute resolution process, Tenable (an Approved Scanning Vendor) can quickly prepare a compliant scan report for merchants and service providers.

Tenable relies on customers to conduct their own scans using the PCI Quarterly External Scan template. This template prevents customers from changing configuration settings, such as disabling vulnerability checks, assigning severity levels, altering scan parameters, etc. Customers use Tenable Vulnerability Management cloud-based scanners to scan their internet-facing environments and then submit compliant scan reports to Tenable for attestation. Tenable attests the scan reports, and then the customer submits them to their acquirers or payment brands as directed by the payment brands.

More info: <https://www.tenable.com/products/tenable-io/pci-asv>

## Tenable Web App Scanning

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *An on-premise version is included as part of Tenable Security Center and Tenable Security Center+*
- *This product is available as both a commercial product or as a FedRAMP product (two different SKUs)*

Tenable Web App Scanning is a dynamic application security testing (DAST) application. A DAST crawls a running web application through the front end to create a site map with all of the pages, links and forms for testing. Once the DAST creates a site map, it interrogates the site through the front end to identify any vulnerabilities in the application custom code or known vulnerabilities in the third-party components that comprise the bulk of the application.

Tenable Web App Scanning identifies OWASP Top 10 vulnerabilities such as cross-site scripting (XSS) and SQL injection in custom application code and vulnerable versions of third-party components running on your site. You can also use Tenable Web App Scanning to identify a number of cyber hygiene issues (ex: misconfiguration, expired certificates) in web applications in two minutes or less through the use of predefined scan templates.

Tenable Web App Scanning is a subscription-based licensing model. Our pricing model is tier-based, meaning the pricing changes depending on the quantity of domain names. Tenable Web App Scanning determines asset



count by the number of fully-qualified domain names (FQDNs) that Tenable Web App Scanning successfully scans for your user account and has a minimum license requirement of 5 FQDNs.

More info: <https://www.tenable.com/products/tenable-io/web-application-scanning>

## **Tenable Cloud Security**

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *This product is available as a commercial product but is also designated as FedRAMP “Ready” as Tenable undergoes the certification process within the FedRAMP program.*

Tenable Cloud Security provides complete and continuous visibility of exposures across all your cloud resources and assets in a single platform. With Tenable Cloud Security, you can detect and fix cloud infrastructure misconfigurations in the design, build and runtime phases of your software development lifecycle; establish guardrails in DevOps pipelines to prevent exposures from reaching production; continuously monitor AWS, Azure and GCP environments to ensure any runtime changes adhere to policies; and create merge requests automatically to remediate configuration drift.

Tenable Cloud Security also provides continuous visibility into cloud-host and container-image vulnerabilities, without the need to manage scan schedules, credentials or agents. Cloud assets and container images are re-assessed as new vulnerability detections are added and as new assets are deployed. This always-on approach allows you to spend more time focusing on the highest priority vulnerabilities and less time on managing scans and software. Tenable Cloud Security can be defined as a CSPM, CNAPP, and CIEM solution.

Tenable Cloud Security is licensed based on the number of Cloud Resource Workloads. A cloud resource workload is any compute resource, database, container or network item that is monitored for policy violations and security risk. The minimum license size for Tenable Cloud Security is 300 assets. There is no maximum.

More info:

- <https://www.tenable.com/products/tenable-cloud-security>
- <https://www.tenable.com/products/tenable-ciem>

## **Tenable Attack Surface Management**

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Enterprise*

Tenable Attack Surface Management (formerly Tenable.asm) continuously maps the entire internet and discovers connections to your internet-facing assets so you can discover and assess the security posture of your entire external attack surface.

The problem for most organizations is they are largely blind to the full and ever-changing scope of internet-facing assets and services. Tenable Attack Surface Management eliminates this problem by continuously monitoring the internet and attributing assets and services to your organization, allowing customers to rapidly discover and identify all externally facing assets that could become exploitable targets for cyber criminals. In essence, it eliminates blind spots in your organization’s attack surface area.

Discovering the vast majority of your internet-accessible assets is a foundation to good security. Tenable Attack Surface Management allows you to discover and assess these assets that may have been unknown to your organization, providing visibility into your external risk.

Tenable.asm pricing is based on the number of observable objects. An observable object is defined as a domain name, subdomain or IP address of a device connected to the internet or internal network. Examples would include a FQDN, server, API and endpoint.

More info: <https://www.tenable.com/products/tenable-asm>

## Tenable Lumin

- *SaaS Product, Hosted in AWS Cloud*
- *Prerequisite: Tenable Vulnerability Management or Tenable Security Center*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard, Tenable One Enterprise, or Tenable Security Center+*

Tenable Lumin enables organizations to effectively measure their Cyber Exposure and benchmark their performance internally against different groups as well as externally against industry peers. To accomplish this, Tenable combines data about the real-world threat vulnerabilities pose with asset criticality context to calculate a Cyber Exposure Score, transforming raw technical data into business insights.

Tenable Lumin combines a number of data sources, such as vulnerability data, threat intelligence and asset criticality, to help security leaders quantify cyber risk and maximize cyber risk reduction. Tenable Exposure.ai technology utilizes the industry's most extensive vulnerability intelligence and one of the industry's largest data science organizations, which enables us to deliver comprehensive benchmarking capabilities to compare your cyber risk with peers and machine learning algorithms to provide accurate cyber risk calculations.

Tenable Lumin is a separate application that helps you translate raw vulnerability data into business insights by objectively measuring your Cyber Exposure to help guide your strategic decision making. Tenable Lumin works in conjunction with both Tenable Vulnerability Management and Tenable Security Center to incorporate asset and vulnerability data to quantify and analyze your cyber risk. Tenable Lumin pricing is based on the total assets count of the Tenable Vulnerability Management container and/or Tenable Security Center deployment. Example pricing is available on request.

More info: <https://www.tenable.com/products/tenable-lumin>

## Tenable Identity Exposure

- *Offered as both an on-premise or SaaS Product, Hosted in Microsoft Azure Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*

Tenable Identity Exposure (formerly Tenable.ad) is a fast, agentless Active Directory security solution that allows you to see everything in your complex Active Directory environment, predict what matters to reduce risk and eliminate attack paths before attackers exploit them. Tenable Identity Exposure enables you to detect and respond to attacks in real time and find and fix weaknesses in Active Directory before attackers exploit them. The main capabilities of Tenable Identity Exposure are:

- Uncover any hidden weaknesses within your Active Directory configurations
- Discover underlying issues threatening your Active Directory security
- Dissect each misconfiguration – in simple terms
- New Asset Exposure Score capability quantifies asset risk by combining vulnerability, exposure and identity entitlements (powered by Tenable's Artificial Intelligence and Data Science Engine)
- Get recommended fixes for each issue
- Create custom dashboards to manage your Active Directory security to drive risk reduction
- Discover dangerous trust relationships
- New View Unified Identities from Active Directory and Azure AD
- Catch every change in your AD
- Uncover major attacks per domain in your Active Directory
- Visualize every threat from an accurate attack timeline
- Consolidate attack distribution in a single view
- Make the link between Active Directory changes and malicious actions

Analyze in-depth details of an Active Directory attack  
Explore MITRE ATT&CK ® descriptions directly from detected incidents.

Tenable Identity Exposure is licensed per enabled user account.

More info: <https://www.tenable.com/products/tenable-ad>

## Tenable Security Center

- *On-Premise product*
- *Can be purchased as a stand-alone, or included as part of Tenable OT Security, Tenable One Standard and Tenable One Enterprise*
- *Can be integrated with Tenable Vulnerability Management*

Managed on-premises and powered by Nessus technology, the Tenable Security Center (formerly Tenable.sc) suite of products provides the industry's most comprehensive vulnerability coverage with real-time continuous assessment of your network. It's your complete end-to-end vulnerability management solution.

Using a diverse array of sensors, Tenable Security Center ensures continuous discovery and assessment of your network, assets and vulnerabilities in real-time. Tenable Security Center gathers security data from across your organization using sources such as:

*Passive monitoring:* Monitoring network traffic and events in real-time provides information on which assets are connected to the internet and how they communicate. It identifies new or never-before-seen devices or applications and detects suspicious behavior as it happens.

*Active scanning:* Thoroughly analyzes asset state to identify vulnerabilities, misconfigurations, malware and other weaknesses.

*Host data:* Actively monitors host activities and events, including insight into access and changes.

*Intelligent connectors:* Leveraging your other security investments, Tenable Security Center can integrate additional security data to improve context and analysis. Both will analyze information from a wide range of data sources including Active Directory (AD), configuration management databases (CMDBs), patch management systems, mobile device management (MDM) systems, cloud platforms, web applications and more.

*Agent scanning:* Instantly audit transient or hard-to-scan assets that intermittently connect to the internet without credentials. Once installed, agents can run credentialed scans without ongoing host credentials.

*Web App Scanning:* Seamlessly integrated into the Security Center UI, Tenable Web App Scanning empowers you to identify and address vulnerabilities across your network and web applications, bolstering your security posture.

Tenable Security Center is licensed by annual subscription and priced by IP. Perpetual licensing is also available.

More info: <https://www.tenable.com/products/tenable-sc>

## Tenable Security Center+

- *On-Premise product*
- *Can be integrated with Tenable One Standard, Tenable One Enterprise, or Tenable Vulnerability Management*

Tenable Security Center Plus is a vulnerability management platform that builds off of the functionality in Tenable Security Center and includes cyber risk metrics found in Tenable Lumin for an additional layer of context for your assets and vulnerabilities. These metrics provide a more tailored approach to your vulnerability management program, all calculated on your Tenable Security Center Plus instance, so your data remains on-premises. Additionally, Tenable Security Center Plus can integrate with Tenable's Exposure Management platform, Tenable One, to increase the value of the insights provided by Security Center Plus.

More info: <https://www.tenable.com/products/tenable-sc>

## Tenable Security Center Director

- *On-Premise product*
- *Prerequisite: Tenable Security Center*

For customers with multiple Tenable Security Center consoles, Tenable Security Center Director is available as an add-on to Tenable Security Center or Tenable Security Center Plus. It provides enterprise customers with a unified view across their large and often dispersed network spanning multiple Tenable Security Center consoles. Tenable Security Center Director gives complete visibility and management of your instances so you can focus on vulnerability management and reduce overhead on administrative tasks.

- Single pane of glass to view and manage your network across all Tenable Security Center consoles
- Easily manage scans for each Tenable Security Center console from one central location
- Centralized network management to facilitate reporting and management of multiple consoles, scanners and assets
- Centralized reporting across multiple Tenable Security Center consoles to easily measure your cyber risk

More info: <https://www.tenable.com/data-sheets/tenable-sc-director-datasheet>

## Tenable OT Security

- *On-Premise product*
- *A companion license of Tenable Security Center or Tenable Security Center + is available*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *A hardware appliance is required to operate this software and is included in pricing*

Get in-depth operational technology (OT) asset visibility to better understand, manage and reduce your cyber risk. Tenable OT Security (formerly Tenable.ot) is an industrial security solution for your modern industrial enterprise. It can help you identify assets in your OT environment, communicate risk, prioritize action and enable your IT and OT security teams to work better together.

With a comprehensive set of security tools and reports, Tenable OT Security provides unmatched visibility across IT and OT security operations and delivers deep situational awareness across all global sites and their respective assets — from Windows servers to PLC backplanes — in a single interface.

Tenable OT Security protects industrial and critical infrastructure from cyber threats, malicious insiders and human error. From threat detection and mitigation to asset tracking, vulnerability management, configuration control and adaptive assessment checks, Tenable's industrial control systems (ICS) security capabilities maximize your operational environments visibility, security and control.

Tenable OT Security customers interested in a Tenable Security Center or Tenable Security Center+ companion license must always be sold as a subscription even if the customer is a perpetual customer. This option is available to end-users at no additional cost, to serve as a “command center” with robust RBAC controls and report templates.

Tenable OT Security pricing is licensed based on the number of assets, which is defined as any device detected by Tenable OT Security with an IP address. Removed assets are not counted and will only be counted if they are restored. Tenable OT Security license pricing may be offered on a subscription or perpetual/maintenance pricing regardless of pricing structure selected.

The Tenable OT Security software includes Tenable OT Security Virtual Core Appliance with a built-in sensor. The Tenable Security Center companion license is defaulted to be the same number of IPs as the number of OT assets. In some instances, you may need to increase the number of companion licenses for Tenable Security Center or Tenable Security Center+.

More info: <https://www.tenable.com/products/tenable-ot>

## Tenable Nessus Professional

- *On-Premise product*
- *Unlimited Nessus Scanners included with nearly all Tenable Enterprise Products*

### NESSUS IS #1 FOR VULNERABILITY ASSESSMENT

From the beginning, Tenable worked hand-in-hand with the security community. We continuously optimize Nessus based on community feedback to make it the most accurate and comprehensive vulnerability assessment solution in the market. Twenty-five years later and we're still laser focused on community collaboration and product innovation to provide the most accurate and complete vulnerability data - so you don't miss critical issues which could put your organization at risk. Today, Nessus is trusted by tens of thousands of organizations worldwide as one of the most widely deployed security technologies on the planet - and the gold standard for vulnerability assessment.

#1 in Accuracy: Nessus has the industry's lowest false positive rate with sixsigma accuracy (measured at .32 defects per 1 million scans).

#1 in Coverage: Nessus has the deepest and broadest coverage with more than 62,000 CVE and over 100 new plugins released weekly within 24 hours of vulnerability disclosure.

#1 in Adoption: Nessus is trusted by more than 30,000 organizations globally, including 2 million downloads. 50% of the Fortune 500 and more than 30% of the Global 2000 rely on Nessus technology.

Nessus® Professional automates point-in-time assessments to help quickly identify and fix vulnerabilities, including software flaws, missing patches, malware, and misconfigurations, across a variety of operating systems, devices and applications. Key product features include:

- Unlimited IT vulnerability assessments
- Configuration, compliance and security audits
- Use anywhere
- Configurable reports
- Community support
- Advanced support (available as an option)
- On-demand training (available as an option)

More info: <https://www.tenable.com/products/nessus>

## Tenable Nessus Expert

- *On-Premise product*
- *Unlimited Nessus Scanners included with nearly all Tenable Enterprise Products*

In addition to the product features stated above for Nessus Professional, Nessus Expert offers these additional features:

- Web application scans (5 FQDNs)
- Ability to add FQDNs
- External attack surface scans
- Ability to add domains
- Cloud infrastructure scans
- 500 prebuilt scanning policies

More info: <https://www.tenable.com/products/nessus>

## Nessus Agents

- *Unlimited scanners*

- *Can be either cloud-based within Tenable Vulnerability Management or on-premise with Tenable On-Prem Agent Manager*
- *Can be purchased separately, or included in Tenable Vulnerability Management, Tenable Security Center, Tenable Security Center+, Tenable One Standard, and Tenable One Enterprise*

Nessus Agents are lightweight programs installed locally on a host — a laptop, virtual system, desktop and/or server. Agents receive scanning instructions from a central Nessus Manager server, perform scans locally, and report vulnerability, compliance and system results back to the central server. Agents also enable large-scale concurrent scanning with little network impact.

More info: [https://www.tenable.com/products/nessus/nessus-faq#Nessus\\_Agents](https://www.tenable.com/products/nessus/nessus-faq#Nessus_Agents)

## Tenable Product Support Services

The Tenable Solution Adoption Framework, providing a flexible and scalable service model for successful delivery. This modular, five-step approach consists of services, education and support focusing on client adoption, outcomes and value. More info: <https://www.tenable.com/services>

## Implementation Programs

The Implement phase ensures rapid time-to-value with Tenable's solutions combining installation, migration and testing with our experienced Professional Services team and partners. Tenable's Quick Start service speeds up the time-to-value on your implementation to get you identifying and prioritizing vulnerabilities, actively managing risks and rapidly providing valuable insights.

Tenable's implementation programs are a one-time fee.

Scope of work documents for all implementation programs:

[https://static.tenable.com/prod\\_docs/tenable\\_slas.html](https://static.tenable.com/prod_docs/tenable_slas.html)

## Advisory Workshops (plan and design)

The Plan and Design phase begins with conducting strategic workshops to identify and map business initiatives to Tenable's risk-based solutions for ongoing maturity of your vulnerability management program. Through direct on-site or remote interaction with your team, Tenable gain an understanding of your security objectives and desired outcomes. Tenable currently offer the following two programs as part of the plan and design phase:

**Tenable One Design and Architecture Workshop:** With a Tenable One Design and Architecture Workshop from Tenable Professional Services, count on our industry experts to help you plan a path to success with your exposure management program. The Tenable One Exposure Management Platform combines broad exposure coverage with threat intelligence to help you anticipate likely attacks and proactively reduce your cyber risk. Through on-site interactions with your team, Tenable will identify your program goals and gain an understanding of your environment, including the full scope of IT assets, cloud resources, containers, web apps and identity platforms. From there, Tenable will call on their expertise and industry best practices to design a multi-phase roadmap that helps you achieve these goals, on your timeline, custom built for your organization.

**Advisory Workshop: Cyber Exposure:** With an Advisory Workshop from Tenable Professional Services, count on our industry experts to help you set a course for success with your cyber exposure planning program. As a component of your information security strategy, your cyber exposure planning program must increase visibility and reduce risk, providing overall assurance that your security controls are effective. Through on-site interaction with your team, Tenable will identify your program goals and gain an understanding of your environment. From there, we'll call on our expertise and industry best practices to design a multi-phase roadmap that helps you achieve these goals, on your timeline, custom built for your organization.

## Tenable QuickStart Programs

Quick Start Onboard services accelerate configuration and integration to a fully operational capability of Tenable products. The service allows your organization to realize several key benefits of their software solutions in a short period of time. This Quick Start Service is designed to provide three (3) outcomes:

**Install and configure.** Tenable will work with you to install your Tenable product(s) and configure it based on requirements captured during the plan and design workshops.

**Implement best practices.** Experienced Tenable Engineers (“Engineer”) will implement and orient you to Tenable’s best practices for enterprise deployment.

**Validate operational capabilities.** Your Tenable product(s) will be tested end-to-end for scanning and other operational capabilities.

A single master deliverable document containing three parts (shown below) will be completed as part of the engagement:

Configuration document summarizing the configuration of Customer’s installation with descriptions for each configuration

Future recommendations

Links to appropriate documentation

The QuickStart implementation programs are determined by the size of your environment. The Deploy program is suited for smaller environments (500-10,000 assets). The Adopt program is for mid-size environment (10,000 – 50,000 assets); and the Optimize program is for large deployments (50,000+ assets). We have the following QuickStart implementation programs available:

Quick Start Onboard for Tenable Vulnerability Management (formerly Tenable.io)

Quick Start Deploy for Tenable Security Center (formerly Tenable.sc)

Quick Start Deploy for Tenable Vulnerability Management (formerly Tenable.io)

Quick Start Adopt for Tenable Security Center (formerly Tenable.sc)

Quick Start Adopt for Tenable Vulnerability Management (formerly Tenable.io)

Quick Start Optimize for Tenable Security Center (formerly Tenable.sc)

Quick Start Optimize for Tenable Vulnerability Management (formerly Tenable.io)

Quick Start Deploy for Tenable Identity Exposure (formerly Tenable.ad)

Quick Start Remote for Tenable Cloud Security (formerly Tenable.cs)

Quick Start for Tenable OT Security (formerly Tenable.ot)

Quick Start for Tenable Web App Scanning (formerly Tenable.io Web Application Scanning [WAS])

More info: [https://static.tenable.com/prod\\_docs/tenable\\_slas.html](https://static.tenable.com/prod_docs/tenable_slas.html)

## Health Checks

The Tenable® Health Check (“Services”) provides customers with guidance and direction in evaluating and ensuring the continued resilience and effectiveness of their Vulnerability Management capability. A Tenable Health Check examines your security program through an optimization lens to assess the current health of your environment and measure your vulnerability management initiatives.

Tenable will facilitate an assessment exercise to determine how the current capabilities meet the client’s current business requirements and determine areas of enhancement. This will be followed by reviewing the solution and applying recommended best practices from Tenable and the industry in order to perform as efficiently as possible.

With Tenable’s Health Check Services offering, you can ensure that your security program is effective and continuously delivering on your security objectives and goals. *(Available for Tenable Vulnerability Management, Tenable Security Center, and Tenable OT Security)*

Scope of work documents for all implementation programs:

[https://static.tenable.com/prod\\_docs/tenable\\_slas.html](https://static.tenable.com/prod_docs/tenable_slas.html)

## Customized Professional Services

- *Example use cases: Data migration, custom integration, custom audit files, customized education courses*

Tenable Professional Services are essential in your journey from legacy vulnerability management to a risk-based vulnerability management program. Tenable combines 20 years of industry experience and knowledge from our leading Professional Services team and partners to create an engagement that is unique for your needs. Their team is prepared to work with you for custom integration services, custom audit files or other enhanced services.

A defined scope of work, as well as pricing (typically, hourly fees) is to be determined as-needed after a scoping call and would be offered under a contract agreement separate from a software purchase.

## Product Training Courses

Tenable provides an update to the training with every major release of the software. On-demand course topics range from asset management, vulnerability management, sensor deployment, web application scanning and cloud security.

Tenable's education framework is a tiered approach, with each tier building upon itself.

**Nessus Fundamentals Tier:** Premium on-demand video courses in Tenable University that offer about 2.5 hour instruction and establish a comprehensive foundation for effective use of Tenable's Nessus solution, and a knowledge retention exam. You can earn a digital badge and certificate of completion for completing these courses.

**Introduction Tier:** This no-cost program is available in Tenable University. Self-paced On-demand video courses offers a guided tour of technical concepts required to implement and operate Tenable products, using both through demonstrations and short-form video lectures. Available at no charge, Introduction courses are a recommended prerequisite for follow-on courses and are offered in Tenable University. *(Available for Tenable One, Tenable Vulnerability Management, Tenable OT Security, Tenable Cloud Security, Tenable Security Center, Tenable Identity Exposure, and Tenable Attack Surface Management)*

**Specialist Tier Certification Program\*:** Premium instructor-led courses focus on product deployment, configuration and operational usage. In addition to lectures, you can participate in a hands-on lab with exercises for practical application. These courses are recommended if you are seeking Specialist certification. You can also earn a certificate of attendance for completing these courses. *(Available for Tenable Vulnerability Management, Tenable OT Security, Tenable Security Center, Tenable Identity Exposure)*

**Expert Tier Certification Program\*:** Premium instructor-led courses build on Specialist instruction which are for practitioners seeking more in-depth product and best practices knowledge. In addition to lectures, you can participate in a hands-on lab with exercises for practical application. These courses are great preparation if you are seeking Expert certification. *(Available for Tenable Vulnerability Management and Tenable Security Center)*

\*Instructor-led courses can be done either virtually (2 day virtual classroom setting) or onsite for up to 16 participants at a time – both for an additional fee. If you chose to participate in one of our QuickStart implementation programs, at a minimum 1 seat of virtual training is included as part of that program.

More info: <https://www.tenable.com/education>

## Technical Support Programs



- *The Standard Support plan is included with the subscription or purchase of Tenable Nessus, upgrade option to Advanced Support is available for additional fee.*
- *Advanced Support is included in all Enterprise product offerings  
Customers on the Advanced Support plan may also be upgraded to Premier Support or Elite Support plans for an additional fee.*

Tenable offers a 24x7x364 Follow-the-Sun support and service level.

In order to receive technical assistance from a Tenable Technical Support Engineer (TSE), a support plan is required for all Tenable software deployments. Customers that have licensed the software through subscriptions, or perpetual customers that have an active maintenance contract, will receive the applicable technical support services described below during the term of their respective agreements.

The Advanced Support plan is included with the subscription . Advanced Technical Support is available at no fee to our subscription customers using our enterprise products. Customers also have the option to upgrade to either Premiere or Elite Support plans for an additional fee.

Helpdesk inquiries are for general technical support in assistance with problem determination, isolation, verification, and resolution. Please note: our technical support team does not consult, code, or implement your product.

More info: <https://www.tenable.com/support/plans>

## **APPROVED SRP LIST**

Upon award, the State will publish the approved SRP list of in-scope offerings. The State will review the full product catalog and endeavor to remove all out-of-scope offerings. However, inadvertent inclusion of an out-of-scope product should not be considered an alteration of the contract’s scope. If a mistake is found, Contractors and UGUs should notify the assigned OSP Procurement Manager immediately. Tenable may periodically submit SRP list updates for the State’s consideration. The State reserves the right to add or remove any product or service at its discretion throughout the term of the contract.

## **CONTRACTOR REQUIREMENTS & RESPONSIBILITIES**

- The Contractor must be a Tenable Platinum Partner and be an authorized reseller of all in-scope Tenable products and services in good standing.
- The Contractor must notify the State in writing immediately of any changes between Tenable and Contractor that could adversely affect the Contractor’s ability to comply with its contractual responsibilities or performance obligations.
- Contractor may be allowed remote access but Contractor must ensure that no UGU data leaves the continental United States.
- The Contractor must provide expert technical advice regarding Tenable’s offerings and provide appropriately qualified technicians to perform all professional services offered under this contract as ordered by the State.
- The Contractor must provide products and services from Tenable as ordered by the State at a discount off the Suggested Retail Price meeting or exceeding the discount offered in its bid. All delivery charges must be included in the price for the product and must not be invoiced separately.
- Travel expenses may be reimbursed separately if appropriate in accordance with the “Travel Expenses” provision in Section VIIB if Tenable provides services at the UGU’s site.
- Each calendar month of a UGU’s use of a cloud service, the Contractor must verify uptime commitment was met and if not, on behalf of the UGU, seek payment of the applicable service credit to the UGU from Tenable.

**SEE BIDDING SCHEDULE**

See Bidding Schedule [03-3005-1]

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

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

**DELIVERY DATE -- 30 DAYS ARO (JAN 2006)**

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

**OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

**QUALITY -- NEW (JAN 2006)**

All items must be new. [03-3060-1]

**TECHNICAL SUPPORT -- INCLUDED (JAN 2006)**

Upon request, contractor shall provide technical assistance or service. Such service shall be available within agreed upon hours in Tenable's technical support plan following request. [03-3075-1]

**ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)**

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep., and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to

the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division  
Attn: Reports Manager  
1201 Main Street, Suite 600  
Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

***Failure to receive the information packet does not relieve contractor from its obligations hereunder.***

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.

[03-3090-3]

**ADMINISTRATIVE SERVICES FEE - CALCULATION - ITMO (JUN 2015)**

**For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent** of the total dollar amount

(excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract. [03-3095-1]

## 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]

### MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

## OFFSHORE CONTRACTING (JAN 2006)

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

- (a) What type of work is being contracted offshore? \_\_\_\_\_
- (b) What percentage (%) of the total work is being contracted offshore? \_\_\_\_\_
- (c) What percentage (%) of the total value of the contract is being contracted offshore?  
\_\_\_\_\_
- (d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.  
[04-4020-1]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

### QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) 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.
- (b) List of failed projects, suspensions, debarments, and significant litigation.
- (c) A copy of their Certificate of Authority, Incorporation, or Existence issued by the South Carolina Secretary of State.
- (d) Provide a Letter of Authorization on Tenable's letterhead, referencing this solicitation number, certifying that the Contractor is
  - (1) an authorized Tenable Platinum Partner, and
  - (2) is able to supply the Tenable's line of products and services to the State of South Carolina.

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

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

**MUST be the manufacturer or an authorized reseller of Tenable. Authorization letter from Tenable MUST be included with offer to validate offeror as an authorized reseller. Failure to do so SHALL deem the offeror Non Responsible.**

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

## **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

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



## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- BIDS (JAN 2006)**

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

### **AWARD TO MULTIPLE OFFERORS (MODIFIED)**

**At the State's discretion, award (s) MAY be made up to the top TWO (2) offerors.** See "Calculating the Low Bid" provision in Section VI.

### **CALCULATING THE LOW BID**

The bid with the lowest Weighted Total, as calculated in Attachment C, Weighted Bid Schedule, will be considered the low bid.

[06-6050-1]

### **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]

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

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

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

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

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

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

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

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

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

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

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

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

[07-7A020-1]

## **DISPUTES (JAN 2006)**

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

## **EFT INFORMATION (FEB 2021)**

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. 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. [07-7A027-1]

## **EQUAL OPPORTUNITY (JAN 2006)**

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

## **FALSE CLAIMS (JAN 2006)**

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

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

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

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

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

## **NOTICE (JAN 2006)**

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

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

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

## **PAYMENT and INTEREST (FEB 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]

## 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]

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

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

## **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (MODIFIED)**

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

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

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

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

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

## **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

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

## **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

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

## **DEFAULT (JAN 2006)**

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

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

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



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

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

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

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

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

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

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

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

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

[07-7B075-1]

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

## **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (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-INTELLECTUAL PROPERTY (JAN 2006)**

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

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

## INFORMATION SECURITY - DEFINITIONS (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

[07-7B104-1]

## INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B105-1]

## **INFORMATION USE AND DISCLOSURE (FEB 2015)**

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

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

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

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

take action related to government information.

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

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

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

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

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

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

## **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 – STATEWIDE (MODIFIED)**

- (1) Contractor's liability for damages to any Using Governmental Unit shall not exceed 2 times the contract amount.**
- (2) The foregoing limitation shall apply to each Using Governmental Unit independently.**

(3) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.

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

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

(6) The Using Governmental Unit’s liability for damages, if any, shall in no event exceed **2 times the contract amount.**

Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.

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

## **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]

## **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

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

## **PRICE ADJUSTMENTS (JAN 2006)**

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

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

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

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

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

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

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

[07-7B160-1]

## **PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)**

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

#### **PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B170-1]

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

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

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

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

#### **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]

## **SOFTWARE LICENSING AGREEMENTS FOR STATEWIDE TERM CONTRACTS (MODIFIED)**

(a) Definitions. As used in this paragraph, these terms are defined as follows: “Software” means any computer program identified by the solicitation. “Licensor” means an entity that owns the intellectual property rights for an item of Software or has the authority to license or sublicense the Software directly to the state. “Software licensing agreement” means any agreement, regardless of how designated, pertaining to the intellectual property rights for or the right to use any Software, including, but not limited to, any such agreement proposed prior to or after award, including without limitation any such agreement that either is affixed to (e.g., shrink-wrap), imbedded in (e.g., click-wrap), or in any way accompanies the Software upon delivery.

(b) Separate Agreement for License and Services. This contract will address all Work (excluding the right to use the Software) and all terms regarding pricing, payment, and delivery of all Software. An independent Software Licensing Agreement has already been entered between the state and each applicable Licensor for all Software identified herein. Pursuant to this contract, the state intends to pay contractor in order to acquire license rights from Licensor under terms governed by the applicable Software Licensing Agreement. **ACCORDINGLY, YOU MUST NOT SUBMIT ANY SOFTWARE LICENSING AGREEMENTS WITH YOUR OFFER.**

(c) Political Subdivisions. You agree not to fulfill an order or provide any software to a local public procurement unit (see “Statewide Term Contract” provision) unless and until you have first presented to the unit a copy of the “*Enrollment Agreement for South Carolina Public Entities*” attached as Exhibit D, for execution, and if signed, delivered a copy to the applicable Licensor.

## **CLOUD SERVICES AGREEMENT AS PREREQUISITE TO CONTRACT PERFORMANCE**

An OSP Procurement Manager approved Cloud Services Agreement must be in effect between the State and Tenable. (Manufacturer) at all times throughout the duration of the contract. The existence of a valid Cloud Services Agreement between the State and the Manufacturer is necessary for the State to acquire Cloud Services under this contract. Contractor should facilitate the exchange between the Manufacturer and the State as requested. If a mutually agreeable Cloud Services Agreement is not reached prior to the expiration of the existing Cloud Services Agreement, the Contractor must not accept orders for Cloud Services until an OSP Procurement Manager-approved Cloud Services Agreement is in place between and the State and the Manufacturer. If such agreement is not reached, the OSP Procurement Manager may elect to terminate the corresponding contract in whole or in part.

## **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 TERM CONTRACT (FEB 2021)**

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). 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(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State shall be 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 shall 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 otherwise authorized in writing by the Chief Procurement Officer.

(c) Notwithstanding the "Purchase Orders" clause, a Using Governmental Unit may include additional contract terms in a purchase order if and to the extent necessary for the Using Governmental Unit (i) to comply with federal laws as are mandatorily applicable to an expenditure of federal assistance, grant, or contract funds, or (ii) to 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 involve an increase in pricing or materially alter the scope of work. 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. As used herein, "additional contract terms" means only those additional terms not otherwise expressly allowed by this contract.

(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 term contract; or (4) terminate the contractor's award of any other statewide term contract. [07-7B225-4]

## **STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)**

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is 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 acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

## **STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)**

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. [07-7B230-1]

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 year, 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 year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [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 (JAN 2006)**

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

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer:

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

(4) Compensation.

- (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
- (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
  - (i) contract prices for supplies or services accepted under the contract;
  - (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be

paid for accepted supplies or services;

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

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

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

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

## **TRAVEL EXPENSES**

The State may elect to reimburse Contractor for travel expenses actually incurred for services provided at the UGU's location in the administration of this contract as provided in this paragraph. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of the contract. Meal costs may not exceed twenty-five dollars per day in South Carolina and thirty-two dollars per day outside South Carolina. Reimbursement is contingent upon submittal of paid receipts on a monthly basis. Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. Travel expenses exceeding five thousand dollars in one month must be pre-approved by the UGU. Reimbursements are allowed only in accordance with the travel regulations established for South Carolina State employees. See the [GSA Per Diem Rates](#) for more information.

## **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]

# VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

**BIDDING SCHEDULE (NOV 2007)**

**Submit a completed Attachment C** - Weighted Bid Schedule completed in excel format. Bidders must bid on all categories to be considered for award. Bidders must insert a single discount off the most recent Tenable list price for each identified discount category. These discounts will be used to determine the contract pricing for the duration of the contract term.

**Failure to do so shall deem the Offeror Non-Responsive**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	N/A	N/A		
<b>Product Catg.:</b> 25778 - Security Enhancement Equipment Cyber				
<b>Item Description:</b> Weighted Total				
<b>Internal Item Number:</b> 1				

## **IX. ATTACHMENTS TO SOLICITATION**

- Attachment A – Withholding Requirements for Payments to Nonresidents
- Attachment B – Purchase Order Attachment: Acceptance of Offers 10% Below Statewide Term Contract Price
- Attachment C – Weighted Bid Schedule
- Attachment D – Tenable’s Technical Support Plans

**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 South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: <https://dor.sc.gov>.

---

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at <https://dor.sc.gov>.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov>.

[09-9005-5]

**Purchase Order Attachment**  
**Acceptance of Offers 10% Below Statewide 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 <small>(full legal name of business entering this contract)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
AUTHORIZED SIGNATURE <small>(person authorized to enter binding contract on behalf of Alternate Vendor)</small>	TITLE <small>(business title of person signing)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	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(35), which is reprinted below.

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

Section 11-35-310(35) 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 (APR 2015) -----

[09-9020-2]

	<p align="center"><b>State of South Carolina</b></p> <p align="center"><b>Invitation For Bid</b> <b>Amendment I</b></p>	<p>Solicitation: <b>5400026532</b>  Date Issued: <del>03/01/2024</del> <b>03/27/2024</b>  Procurement: LILLANEA BOUKNIGHT  Officer: 803-737-3224  Phone: <a href="mailto:lbouknight@mmo.sc.gov">lbouknight@mmo.sc.gov</a>  E-Mail Address: SFAA, Div. of Procurement Services  Mailing Address: 1201 Main Street, Suite 600  Columbia SC 29201</p>
---	---	--

DESCRIPTION: **STC-Tenable Products and Services**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

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

SUBMIT OFFER BY (Opening Date/Time): ~~04/29/2024~~ **05/03/2024 11:00am EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~03/29/2024~~ **04/03/2024 5:00pm EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **Online Submission** (See "Online Bidding Instructions" provision)

- If submitting confidential information, include a separate redacted copy with your online submission marked "REDACTED." (See provisions "Submitting Redacted Offers" in Section IV & "Disclosure of Your Bid / Proposal and Submitting Confidential Data" in Section IIA.)

**Initial here if no redacted copy is necessary \_\_\_\_\_**

<p>CONFERENCE TYPE: <b>Non-Mandatory Pre-Bid Conference</b>  DATE &amp; TIME: <del>03/29/2024</del> <b>04/03/2024 10:00am EST</b></p> <p>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p>	<p>LOCATION: <b>Via MS Teams Only!!!</b></p>
---	--

<p>AWARD &amp; AMENDMENTS</p>	<p>Award will be posted on <del>05/13/2024</del> <b>05/17/2024</b> The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
-------------------------------	---

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

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

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

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



**PAGE TWO**

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

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

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

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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
---	----------------------	----------------------	----------------------	-------------------------

<p>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): <b>PREFERENCES DO NOT APPLY. See S.C. Procurement Code § 11-35-1524 (E).</b></p>
--

<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: <b>PREFERENCES DO NOT APPLY. See S.C. Procurement Code § 11-35-1524 (E).</b></p>          <p>_____ In-State Office Address same as Home Office Address    _____ In-State Office Address same as Notice Address <b>(check only one)</b></p>
---

## Table of Contents

<b>I. SCOPE OF SOLICITATION .....</b>	<b>5</b>
<b>ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006) .....</b>	<b>5</b>
<b>MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006).....</b>	<b>5</b>
<b>II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS.....</b>	<b>6</b>
<b>DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015).....</b>	<b>6</b>
<b>AMENDMENTS TO SOLICITATION (JAN 2004).....</b>	<b>6</b>
<b>AUTHORIZED AGENT (FEB 2015) .....</b>	<b>7</b>
<b>BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004).....</b>	<b>7</b>
<b>BID ACCEPTANCE PERIOD (JAN 2004).....</b>	<b>7</b>
<b>BID IN ENGLISH and DOLLARS (JAN 2004).....</b>	<b>7</b>
<b>AUTHORITY AS PROCUREMENT AGENT (DEC 2015) .....</b>	<b>7</b>
<b>CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008).....</b>	<b>7</b>
<b>CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004) .....</b>	<b>8</b>
<b>CODE OF LAWS AVAILABLE (JAN 2006) .....</b>	<b>9</b>
<b>DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015) .....</b>	<b>9</b>
<b>DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) .....</b>	<b>9</b>
<b>DRUG FREE WORK PLACE CERTIFICATION (JAN 2004).....</b>	<b>9</b>
<b>DUTY TO INQUIRE (FEB 2015).....</b>	<b>10</b>
<b>ETHICS CERTIFICATE (MAY 2008).....</b>	<b>10</b>
<b>OMIT TAXES FROM PRICE (JAN 2004) .....</b>	<b>10</b>
<b>OPEN TRADE REPRESENTATION (JUN 2015) .....</b>	<b>10</b>
<b>PROTESTS (MAY 2019).....</b>	<b>10</b>
<b>PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015) .....</b>	<b>10</b>
<b>PUBLIC OPENING (JAN 2004) .....</b>	<b>11</b>
<b>QUESTIONS FROM OFFERORS (FEB 2015) .....</b>	<b>11</b>
<b>REJECTION/CANCELLATION (JAN 2004).....</b>	<b>11</b>
<b>RESPONSIVENESS/IMPROPER OFFERS (JUN 2015) .....</b>	<b>11</b>
<b>SIGNING YOUR OFFER (JAN 2004).....</b>	<b>12</b>
<b>STATE OFFICE CLOSINGS (JAN 2004).....</b>	<b>12</b>
<b>DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021) .....</b>	<b>13</b>
<b>SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015) .....</b>	<b>13</b>
<b>TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008) .....</b>	<b>14</b>

<b>VENDOR REGISTRATION MANDATORY (MODIFIED)</b> .....	<b>14</b>
<b>WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)</b> .....	<b>14</b>
<b>II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS</b> .....	<b>15</b>
<b>CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)</b> .....	<b>15</b>
<b>ON-LINE BIDDING INSTRUCTIONS (Modified):</b> .....	<b>15</b>
<b>PROTEST - CPO - ITMO ADDRESS (JUN 2006)</b> .....	<b>16</b>
<b>UNIT PRICES REQUIRED (JAN 2006)</b> .....	<b>16</b>
<b>III. SCOPE OF WORK/SPECIFICATIONS</b> .....	<b>17</b>
<b>SCOPE</b> .....	<b>17</b>
<b>SEE BIDDING SCHEDULE</b> .....	<b>30</b>
<b>DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)</b> .....	<b>30</b>
<b>DELIVERY DATE -- 30 DAYS ARO (JAN 2006)</b> .....	<b>30</b>
<b>OPERATIONAL MANUALS (JAN 2006)</b> .....	<b>30</b>
<b>QUALITY -- NEW (JAN 2006)</b> .....	<b>30</b>
<b>TECHNICAL SUPPORT -- INCLUDED (JAN 2006)</b> .....	<b>30</b>
<b>ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)</b> .....	<b>30</b>
<b>ADMINISTRATIVE SERVICES FEE - CALCULATION - ITMO (JUN 2015)</b> .....	<b>31</b>
<b>IV. INFORMATION FOR OFFERORS TO SUBMIT</b> .....	<b>32</b>
<b>INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)</b> .....	<b>32</b>
<b>MINORITY PARTICIPATION (DEC 2015)</b> .....	<b>32</b>
<b>OFFSHORE CONTRACTING (JAN 2006)</b> .....	<b>33</b>
<b>V. QUALIFICATIONS</b> .....	<b>34</b>
<b>QUALIFICATIONS OF OFFEROR (MAR 2015)</b> .....	<b>34</b>
<b>QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)</b> .....	<b>34</b>
<b>QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)</b> .....	<b>34</b>
<b>SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)</b> .....	<b>35</b>
<b>VI. AWARD CRITERIA</b> .....	<b>36</b>
<b>AWARD CRITERIA -- BIDS (JAN 2006)</b> .....	<b>36</b>
<b>AWARD TO MULTIPLE OFFERORS (MODIFIED)</b> .....	<b>36</b>
<b>CALCULATING THE LOW BID</b> .....	<b>36</b>
<b>COMPETITION FROM PUBLIC ENTITIES (JAN 2006)</b> .....	<b>36</b>
<b>UNIT PRICE GOVERNS (JAN 2006)</b> .....	<b>36</b>

VII. TERMS AND CONDITIONS -- A. GENERAL.....	37
ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)	37
BANKRUPTCY - GENERAL (FEB 2015).....	37
CHOICE-OF-LAW (JAN 2006).....	37
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015).....	37
DISCOUNT FOR PROMPT PAYMENT (JAN 2006).....	38
DISPUTES (JAN 2006).....	38
EFT INFORMATION (FEB 2021).....	38
EQUAL OPPORTUNITY (JAN 2006).....	38
FALSE CLAIMS (JAN 2006).....	38
FIXED PRICING REQUIRED (JAN 2006).....	39
NO INDEMNITY OR DEFENSE (FEB 2015).....	39
NOTICE (JAN 2006).....	39
OPEN TRADE (JUN 2015).....	39
PAYMENT and INTEREST (FEB 2021).....	39
PUBLICITY (JAN 2006).....	40
PURCHASE ORDERS (JAN 2006).....	40
SURVIVAL OF OBLIGATIONS (JAN 2006).....	40
TAXES (JAN 2006).....	40
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006).....	40
THIRD PARTY BENEFICIARY (JAN 2006).....	40
WAIVER (JAN 2006).....	41
VII. TERMS AND CONDITIONS -- B. SPECIAL.....	42
BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015).....	42
CHANGES (JAN 2006).....	42
COMPLIANCE WITH LAWS (JAN 2006).....	42
CONTRACT LIMITATIONS (JAN 2006).....	43
CONTRACTOR'S LIABILITY INSURANCE - GENERAL (MODIFIED).....	43
<b>CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (MODIFIED).....</b>	<b>43</b>
CONTRACTOR PERSONNEL (JAN 2006).....	44
CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006).....	44
CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006).....	45
DEFAULT (JAN 2006).....	45
ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006).....	46
ESTIMATED QUANTITY -- UNKNOWN (JAN 2006).....	46
ILLEGAL IMMIGRATION (NOV 2008).....	46
INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011).....	46
INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006).....	47

INFORMATION SECURITY - DEFINITIONS (FEB 2015).....	47
INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015) .....	48
<b>INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)</b> .....	49
<del>INFORMATION USE AND DISCLOSURE (FEB 2015)</del> .....	49
<b>INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)</b> .....	50
LICENSES AND PERMITS (JAN 2006) .....	50
LIMITATION OF LIABILITY – STATEWIDE (MODIFIED) .....	50
MATERIAL AND WORKMANSHIP (JAN 2006).....	51
OWNERSHIP OF DATA and MATERIALS (JAN 2006).....	51
PRICE ADJUSTMENTS (JAN 2006).....	51
PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006).....	51
PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006).....	51
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006) .....	52
RELATIONSHIP OF THE PARTIES (JAN 2006) .....	52
RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006) .....	52
RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015).....	52
<b>SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)</b> .....	53
SOFTWARE LICENSING AGREEMENTS FOR STATEWIDE TERM CONTRACTS (MODIFIED) ...	53
CLOUD SERVICES AGREEMENT AS PREREQUISITE TO CONTRACT PERFORMANCE .....	53
SHIPPING / RISK OF LOSS (JAN 2006) .....	53
STATEWIDE TERM CONTRACT (FEB 2021) .....	54
STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)	54
STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006).....	54
TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006) .....	54
TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021) .....	55
TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006).....	55
TERMINATION FOR CONVENIENCE (JAN 2006) .....	55
TRAVEL EXPENSES .....	56
WARRANTY -- STANDARD (JAN 2006) .....	56
VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL .....	57
BIDDING SCHEDULE (NOV 2007) .....	57
IX. ATTACHMENTS TO SOLICITATION .....	58
<b>SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE</b> .....	61

**IMPORTANT NOTICE:** In order to make the solicitation document easier to read, the state has opted to issue a completely new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their 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

## I. SCOPE OF SOLICITATION

The Office of State Procurement is soliciting bids from qualified offerors to establish Statewide Term Contracts for Tenable products and services that discover, assess, analyze, fix, and measure a UGU’s computing environment vulnerabilities as outlined herein.

### **ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)**

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

**IMPORTANT NOTICE: IF THE TERMS AND CONDITIONS HEREIN ARE OBJECTED TO, QUALIFIED, OR SUPPLEMENTED IN YOUR OFFER, YOUR OFFER SHALL BE DETERMINED NON-RESPONSIVE AND NOT CONSIDERED FURTHER.** See “Responsiveness and Improper Offers” provision in Section IIA, SC Code of Laws §11-35-1520(13), and SC Code of Regulations Chapter 19-445.2070.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

Start date: 07/05/2024

End date: 07/04/2029

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

**The initial contract term shall be for one (1) year with four (4) additional one-year renewal options for a total potential maximum contract of five (5) years.**

## II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

### DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

### AMENDMENTS TO SOLICITATION (JAN 2004)

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

## **AUTHORIZED AGENT (FEB 2015)**

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

## **AWARD NOTIFICATION (MODIFIED)**

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

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

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

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

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

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

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

## **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

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

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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



- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

circumstances.

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

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

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

[02-2A035-1]

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

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

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

The South Carolina Regulations are available at:

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

[02-2A040-2]

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

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

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

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

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

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

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

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

## **ETHICS CERTIFICATE (MAY 2008)**

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

## **OMIT TAXES FROM PRICE (JAN 2004)**

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

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

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

## **PROTESTS (MAY 2019)**

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

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

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

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

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

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

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

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

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

Please address emails to [lbouknight@mmo.sc.gov](mailto:lbouknight@mmo.sc.gov) and put the solicitation number and name in the subject line.

**IMPORTANT NOTICE: ALL QUESTIONS MUST BE SUBMITTED, IN WRITING, AND RECEIVED BY THE PROCUREMENT OFFICER FOR THIS SOLICITATION NO LATER THAN 03/29/2024 04/03/2024 5:00 PM**  
**SUBMIT QUESTIONS BY EMAIL TO THE PROCUREMENT MANAGER WITH SUBJECT LINE OF THE EMAIL: "QUESTION – 5400026532". QUESTIONS MUST BE SUBMITTED IN AN EASILY COPIED FORMAT SUCH AS MS WORD.**

## **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may

be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

[02-2A105-2]

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

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

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

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

[02-2A120-3]

## **DISCLOSURE OF YOUR BID / PROPOSAL and 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]

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

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

## VENDOR REGISTRATION MANDATORY (MODIFIED)

**You must have a state vendor number to be eligible to submit an offer.** To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select Doing Business with Us. Then select Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID & 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 [Index - Business Entities Online - S.C. Secretary of State \(sc.gov\)](#) or S.C. Department of Revenue [Withholding \(sc.gov\)](#).)

**This process may take up to 45 days.**

## WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

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

### CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

**Pre-Bid/Proposal Conference Date and Time:** Tuesday, ~~03/29/2024~~ **04/03/2024 10:00am EST**

Location of Pre-Bid/Proposal Conference: **Via MS Teams Only**

**Register by emailing [lbouknight@mmo.sc.gov](mailto:lbouknight@mmo.sc.gov) and an invitation will be sent to your email address. Contact the Procurement Officer with any registration issues before 5:00 PM on ~~03/28/2024~~ **04/02/2024**.**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**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 is to identify items that are in error, unclear, or unduly restrictive as well as discussing the terms and conditions and submittal process.**

**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.**

### ON-LINE BIDDING INSTRUCTIONS (Modified):

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

(b) Steps for On-Line Bidding

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

#2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Doing Business with Us" and then "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.

(c) If you have problems entering an on-line 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 on-line offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

**If you are submitting on-line, please ensure you attach a copy of the Cover Page and Page Two under Notes and Attachments.**

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

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

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

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

**UNIT PRICES REQUIRED (JAN 2006)**

Unit price to be shown for each item. [02-2B170-1]

### III. SCOPE OF WORK/SPECIFICATIONS

#### SCOPE

The scope of this solicitation includes Tenable products and services that discover, assess, analyze, fix, and measure a UGU's computing environment vulnerabilities as outlined herein.

#### Definitions

**Asset** - An "Asset" is a uniquely defined object that has been identified via a number of identifiers (i.e., a tag, CPU ID, multiple IP Address, MAC Address, etc.). An Asset can also be a web application that is addressable via URI or URL.

**Confidential information** refers to sensitive information in custody of the UGU. Examples of confidential information include credit card information, information security plan, system configuration standards, or information exempt from Freedom of Information Act (FOIA). Unauthorized disclosure, alteration or destruction of confidential data would result in considerable risk to the State.

**Documentation** means the then-current official user manuals and/or documentation for the Products available at docs.tenable.com.

**Host** - A "Host" is an entity on the UGU system that can be uniquely identified as a target of a Scan. Hosts shall include, but not be limited to, desktops, laptops, servers, storage devices, network devices, phones, tablets and containers.

**Hosted Services** are a type of service provided through the Tenable Vulnerability Management platform and include Scans and access to and use of the hosted environment (the *Hosted Environment*)

**Personally Identifiable Information (PII)** is information about a person that contains some unique identifier, including but not limited to name or Social Security Number, from which the identity of the person can be determined.

**Product(s)** means any of the products that Tenable offers, including Software, Hosted Services, Support Services and Professional Services. For the avoidance of doubt, this definition includes new products, and enhancements and capabilities added to existing Products, which are first offered by Tenable at any time during the contract term.

**Professional Services** means services purchased, including consulting services which are relevant to the implementation and configurations of Tenable Products as well as on-site or virtual training courses. Generally, Professional Services are defined either in a separate SOW or a Services Brief. Professional Services do not include the Hosted Services or Support Services.

**Restricted information** is highly sensitive information in custody or owned by the UGU and/or data which is protected by Federal or State laws and regulations. Examples of restricted information may include, but are not limited to, Federal Tax Information (FTI) and health information protected by the Health Insurance Portability and Accountability Act (HIPAA). Unauthorized disclosure, alteration or destruction of Restricted data shall result in considerable risk to the State including statutory penalties.

**Scan(s)** are a function performed by the Software and/or the Hosted Services on Scan Targets, which are conducted in order to provide data to UGU regarding its network security. *PCI Scans* are a specific type of Scan designed to assess compliance with the Payment Card Industry Data Security Standard. *Scan Data* is the resulting information created by the Scan. *Scan Target(s)* are the targets or subjects of a Scan.

**Services Brief** means the document which outlines Tenable’s basic, pre-packaged, non-customized, installation, or training Professional Services offered under a Tenable SKU and which do not require a separate SOW. For the avoidance of doubt, UGU may purchase commercial off the shelf SKU-based Professional Services without executing a separate Statement of Work.

**UGU Content** means any government information, as defined in Section VIIB herein, that (1) is not merely a byproduct of using one or more of the Products (including but not limited to telemetry data, Scan Data, and scan data usage); and (2) does not include un-redacted PII, Confidential, or Restricted information that is not anonymized

### **In-Scope Offerings**

- Perpetual and term (i.e. subscription) software licenses
- Appliances and applicable ancillary accessories
- Virtual appliances
- Support services
- Any combination of the above-listed offerings combined as a bundle
- Professional Services
- Training Services

### **Exclusions**

- Platform as a Service (PaaS), as defined by NIST 800 145
- Infrastructure as a Service (IaaS), as defined by NIST 800 145
- Non-Tenable brand name or third-party products
- Non-native products
- Telephony/IP telephony products

### **Pricing Models**

**Asset Based Pricing** (Tenable Vulnerability Management) – Tenable Vulnerability Management Scan data may reveal that a particular Asset has multiple unique identifiers (such as IP addresses). Tenable Vulnerability Management endeavors to count such Assets as a single unit of measurement for licensing purposes.

**Host Based Pricing** (Tenable Security Center, Nessus Manager) – Tenable Security Center does not differentiate when an Asset has multiple unique identifiers. In such instances, Tenable Security Center is likely to identify several Hosts as separate units of measurement for licensing purposes. This host based pricing model is the generally accepted industry standard which emphasizes the value in Tenable Vulnerability Management’s ability to create savings for Tenable’s customers.

### **Products**

#### **Tenable One Standard**

- *SaaS Product, Hosted in AWS Cloud.*

Tenable One is an exposure management platform that combines risk-based vulnerability management, web application security, cloud security and identity security to help organizations gain visibility across the modern attack surface, focus efforts to prevent likely attacks and accurately communicate cyber risk to support optimal business performance.

The platform combines the broadest vulnerability coverage spanning IT assets, cloud resources, containers, web apps and identity systems, builds on the speed and breadth of vulnerability coverage from Tenable Research and adds comprehensive analytics to prioritize actions and communicate cyber risk.

Tenable One allows organizations to gain comprehensive visibility across the modern attack surface; anticipate threats and prioritize efforts to prevent attacks; and communicate cyber risk to make better decisions

Capabilities include:

- Exposure View: Enables focused security efforts through clear, concise insight into your organization's security exposure answering such critical questions as "how secure are we" and "where do we stand in our preventative and mitigation efforts?" "how are we doing over time?" and "what are the key events?"
- Tag Performance: Addresses which tags make up an exposure card and how much that group of assets contributes to a given exposure score.
- Attack Path Analysis: With more than 150 supported attack techniques, Attack Path Analysis gives security practitioners a glimpse into the attacker mindset. It continuously monitors gaps across endpoint, identity and cloud to proactively visualize attack paths and mitigate high-risk exposures. It performs this function by mapping critical risks to the MITRE ATT&CK framework to visualize all viable attack paths continuously — both on-prem and in the cloud.
- Asset Inventory: Centralized view of all assets, including IT, cloud, Active Directory (AD) and web apps, with the ability to create specific asset tags from a variety of sources.
- External Attack Surface Management (EASM): Provides insight into the external attack surface, empowering your organization to identify and reduce risks from the attacker's perspective.
- Custom Exposure Cards: Enables concise, flexible communication of specific security insights.
- News: Integration with Tenable Research blogs allow for creation of custom exposure cards that reflect cyber security developments.

Tenable One Standard is comprised of Tenable Vulnerability Management, Tenable Web App Scanning, Tenable Cloud Security, Tenable Identity Exposure, Tenable OT Security, Tenable Security Center, Tenable Lumin & Exposure View & Asset Inventory.

In Tenable One most assets are equally interchangeable from a licensing perspective meaning they equal one asset even though they are detected by different products/sensors. A single asset is defined as: On-premises VM or OT asset: IT Asset, Cloud VM asset: Compute scanned via traditional methods, Web app: fully qualified domain name (FQDN), Active Directory: Enabled User, ASM: Observable Object (Only applies to Tenable One Enterprise). However, the exception to this rule is with cloud resources.

More info: <https://www.tenable.com/products/tenable-one>

## Tenable One Enterprise

- *SaaS Product, Hosted in AWS Cloud.*

Tenable One Enterprise is comprised of all features in Tenable One Standard plus Attack Path Analysis for breach & attack mitigation and External Attack Surface Management for insight into the external attack surface, allowing organizations to identify and reduce risks from the attacker's perspective.

An attack path defines a source, a target, and one or more attack techniques leading an attack from the source to the target. Attack techniques represent 'how' an adversary achieves a tactical goal by performing an action. For example, an adversary may dump credentials to achieve credential access. Tenable's Attack Path Analysis receives data and pairs it with advanced graph analytics, MITRE ATT&CK™, and Open Web Application Security Project® (OWASP) to map the possible attack techniques.

## Tenable Vulnerability Management

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *This product is available as both a commercial product or as a FedRAMP product (two different SKUs)*

Tenable Vulnerability Management is a risk-based vulnerability management platform that gives you full network visibility to predict attacks and quickly respond to critical vulnerabilities. Continuous, always-on

discovery and assessment provide the visibility you need to find all assets on your network, as well as hidden vulnerabilities on those assets. Built-in prioritization, threat intelligence and real-time reporting help you understand your risk and proactively disrupt attack paths. Built on leading Tenable Nessus technology and managed in the cloud, you get complete visibility of the assets and vulnerabilities on your network so you can quickly and accurately understand your risk and know which vulnerabilities to fix first.

Tenable Vulnerability Management is licensed by annual subscription and priced by asset, rather than by IP address. Our proprietary asset-counting algorithm leverages multiple asset attributes to programmatically identify unique assets to reduce duplication.

More info: <https://www.tenable.com/products/tenable-io>

## Tenable PCI ASV

- *Prerequisite: Tenable Vulnerability Management*

Tenable Vulnerability Management includes a PCI ASV license for a single, unique PCI asset. With this add-on module, Customers can submit an unlimited number of quarterly attestations.

Tenable's PCI ASV streamlines the quarterly external vulnerability scan submission and dispute process as required by PCI 11.2.2. With pre-configured scan templates and an efficient evidence/dispute resolution process, Tenable (an Approved Scanning Vendor) can quickly prepare a compliant scan report for merchants and service providers.

Tenable relies on customers to conduct their own scans using the PCI Quarterly External Scan template. This template prevents customers from changing configuration settings, such as disabling vulnerability checks, assigning severity levels, altering scan parameters, etc. Customers use Tenable Vulnerability Management cloud-based scanners to scan their internet-facing environments and then submit compliant scan reports to Tenable for attestation. Tenable attests the scan reports, and then the customer submits them to their acquirers or payment brands as directed by the payment brands.

More info: <https://www.tenable.com/products/tenable-io/pci-asv>

## Tenable Web App Scanning

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *An on-premise version is included as part of Tenable Security Center and Tenable Security Center+*
- *This product is available as both a commercial product or as a FedRAMP product (two different SKUs)*

Tenable Web App Scanning is a dynamic application security testing (DAST) application. A DAST crawls a running web application through the front end to create a site map with all of the pages, links and forms for testing. Once the DAST creates a site map, it interrogates the site through the front end to identify any vulnerabilities in the application custom code or known vulnerabilities in the third-party components that comprise the bulk of the application.

Tenable Web App Scanning identifies OWASP Top 10 vulnerabilities such as cross-site scripting (XSS) and SQL injection in custom application code and vulnerable versions of third-party components running on your site. You can also use Tenable Web App Scanning to identify a number of cyber hygiene issues (ex: misconfiguration, expired certificates) in web applications in two minutes or less through the use of predefined scan templates.

Tenable Web App Scanning is a subscription-based licensing model. Our pricing model is tier-based, meaning the pricing changes depending on the quantity of domain names. Tenable Web App Scanning determines asset

count by the number of fully-qualified domain names (FQDNs) that Tenable Web App Scanning successfully scans for your user account and has a minimum license requirement of 5 FQDNs.

More info: <https://www.tenable.com/products/tenable-io/web-application-scanning>

## Tenable Cloud Security

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *This product is available as a commercial product but is also designated as FedRAMP “Ready” as Tenable undergoes the certification process within the FedRAMP program.*

Tenable Cloud Security provides complete and continuous visibility of exposures across all your cloud resources and assets in a single platform. With Tenable Cloud Security, you can detect and fix cloud infrastructure misconfigurations in the design, build and runtime phases of your software development lifecycle; establish guardrails in DevOps pipelines to prevent exposures from reaching production; continuously monitor AWS, Azure and GCP environments to ensure any runtime changes adhere to policies; and create merge requests automatically to remediate configuration drift.

Tenable Cloud Security also provides continuous visibility into cloud-host and container-image vulnerabilities, without the need to manage scan schedules, credentials or agents. Cloud assets and container images are re-assessed as new vulnerability detections are added and as new assets are deployed. This always-on approach allows you to spend more time focusing on the highest priority vulnerabilities and less time on managing scans and software. Tenable Cloud Security can be defined as a CSPM, CNAPP, and CIEM solution.

Tenable Cloud Security is licensed based on the number of Cloud Resource Workloads. A cloud resource workload is any compute resource, database, container or network item that is monitored for policy violations and security risk. The minimum license size for Tenable Cloud Security is 300 assets. There is no maximum.

More info:

- <https://www.tenable.com/products/tenable-cloud-security>
- <https://www.tenable.com/products/tenable-ciem>

## Tenable Attack Surface Management

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Enterprise*

Tenable Attack Surface Management (formerly Tenable.asm) continuously maps the entire internet and discovers connections to your internet-facing assets so you can discover and assess the security posture of your entire external attack surface.

The problem for most organizations is they are largely blind to the full and ever-changing scope of internet-facing assets and services. Tenable Attack Surface Management eliminates this problem by continuously monitoring the internet and attributing assets and services to your organization, allowing customers to rapidly discover and identify all externally facing assets that could become exploitable targets for cyber criminals. In essence, it eliminates blind spots in your organization’s attack surface area.

Discovering the vast majority of your internet-accessible assets is a foundation to good security. Tenable Attack Surface Management allows you to discover and assess these assets that may have been unknown to your organization, providing visibility into your external risk.

Tenable.asm pricing is based on the number of observable objects. An observable object is defined as a domain name, subdomain or IP address of a device connected to the internet or internal network. Examples would include a FQDN, server, API and endpoint.

More info: <https://www.tenable.com/products/tenable-asm>

## Tenable Lumin

- *SaaS Product, Hosted in AWS Cloud*
- *Prerequisite: Tenable Vulnerability Management or Tenable Security Center*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard, Tenable One Enterprise, or Tenable Security Center+*

Tenable Lumin enables organizations to effectively measure their Cyber Exposure and benchmark their performance internally against different groups as well as externally against industry peers. To accomplish this, Tenable combines data about the real-world threat vulnerabilities pose with asset criticality context to calculate a Cyber Exposure Score, transforming raw technical data into business insights.

Tenable Lumin combines a number of data sources, such as vulnerability data, threat intelligence and asset criticality, to help security leaders quantify cyber risk and maximize cyber risk reduction. Tenable Exposure.ai technology utilizes the industry's most extensive vulnerability intelligence and one of the industry's largest data science organizations, which enables us to deliver comprehensive benchmarking capabilities to compare your cyber risk with peers and machine learning algorithms to provide accurate cyber risk calculations.

Tenable Lumin is a separate application that helps you translate raw vulnerability data into business insights by objectively measuring your Cyber Exposure to help guide your strategic decision making. Tenable Lumin works in conjunction with both Tenable Vulnerability Management and Tenable Security Center to incorporate asset and vulnerability data to quantify and analyze your cyber risk. Tenable Lumin pricing is based on the total assets count of the Tenable Vulnerability Management container and/or Tenable Security Center deployment. Example pricing is available on request.

More info: <https://www.tenable.com/products/tenable-lumin>

## Tenable Identity Exposure

- *Offered as both an on-premise or SaaS Product, Hosted in Microsoft Azure Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*

Tenable Identity Exposure (formerly Tenable.ad) is a fast, agentless Active Directory security solution that allows you to see everything in your complex Active Directory environment, predict what matters to reduce risk and eliminate attack paths before attackers exploit them. Tenable Identity Exposure enables you to detect and respond to attacks in real time and find and fix weaknesses in Active Directory before attackers exploit them. The main capabilities of Tenable Identity Exposure are:

- Uncover any hidden weaknesses within your Active Directory configurations
- Discover underlying issues threatening your Active Directory security
- Dissect each misconfiguration – in simple terms
- New Asset Exposure Score capability quantifies asset risk by combining vulnerability, exposure and identity entitlements (powered by Tenable's Artificial Intelligence and Data Science Engine)
- Get recommended fixes for each issue
- Create custom dashboards to manage your Active Directory security to drive risk reduction
- Discover dangerous trust relationships
- New View Unified Identities from Active Directory and Azure AD
- Catch every change in your AD
- Uncover major attacks per domain in your Active Directory
- Visualize every threat from an accurate attack timeline
- Consolidate attack distribution in a single view
- Make the link between Active Directory changes and malicious actions

Analyze in-depth details of an Active Directory attack  
Explore MITRE ATT&CK ® descriptions directly from detected incidents.

Tenable Identity Exposure is licensed per enabled user account.

More info: <https://www.tenable.com/products/tenable-ad>

## Tenable Security Center

- *On-Premise product*
- *Can be purchased as a stand-alone, or included as part of Tenable OT Security, Tenable One Standard and Tenable One Enterprise*
- *Can be integrated with Tenable Vulnerability Management*

Managed on-premises and powered by Nessus technology, the Tenable Security Center (formerly Tenable.sc) suite of products provides the industry's most comprehensive vulnerability coverage with real-time continuous assessment of your network. It's your complete end-to-end vulnerability management solution.

Using a diverse array of sensors, Tenable Security Center ensures continuous discovery and assessment of your network, assets and vulnerabilities in real-time. Tenable Security Center gathers security data from across your organization using sources such as:

**Passive monitoring:** Monitoring network traffic and events in real-time provides information on which assets are connected to the internet and how they communicate. It identifies new or never-before-seen devices or applications and detects suspicious behavior as it happens.

**Active scanning:** Thoroughly analyzes asset state to identify vulnerabilities, misconfigurations, malware and other weaknesses.

**Host data:** Actively monitors host activities and events, including insight into access and changes.

**Intelligent connectors:** Leveraging your other security investments, Tenable Security Center can integrate additional security data to improve context and analysis. Both will analyze information from a wide range of data sources including Active Directory (AD), configuration management databases (CMDBs), patch management systems, mobile device management (MDM) systems, cloud platforms, web applications and more.

**Agent scanning:** Instantly audit transient or hard-to-scan assets that intermittently connect to the internet without credentials. Once installed, agents can run credentialed scans without ongoing host credentials.

**Web App Scanning:** Seamlessly integrated into the Security Center UI, Tenable Web App Scanning empowers you to identify and address vulnerabilities across your network and web applications, bolstering your security posture.

Tenable Security Center is licensed by annual subscription and priced by IP. Perpetual licensing is also available.

More info: <https://www.tenable.com/products/tenable-sc>

## Tenable Security Center+

- *On-Premise product*
- *Can be integrated with Tenable One Standard, Tenable One Enterprise, or Tenable Vulnerability Management*

Tenable Security Center Plus is a vulnerability management platform that builds off of the functionality in Tenable Security Center and includes cyber risk metrics found in Tenable Lumin for an additional layer of context for your assets and vulnerabilities. These metrics provide a more tailored approach to your vulnerability management program, all calculated on your Tenable Security Center Plus instance, so your data remains on-premises. Additionally, Tenable Security Center Plus can integrate with Tenable's Exposure Management platform, Tenable One, to increase the value of the insights provided by Security Center Plus.

More info: <https://www.tenable.com/products/tenable-sc>



## Tenable Security Center Director

- *On-Premise product*
- *Prerequisite: Tenable Security Center*

For customers with multiple Tenable Security Center consoles, Tenable Security Center Director is available as an add-on to Tenable Security Center or Tenable Security Center Plus. It provides enterprise customers with a unified view across their large and often dispersed network spanning multiple Tenable Security Center consoles. Tenable Security Center Director gives complete visibility and management of your instances so you can focus on vulnerability management and reduce overhead on administrative tasks.

Single pane of glass to view and manage your network across all Tenable Security Center consoles

Easily manage scans for each Tenable Security Center console from one central location

Centralized network management to facilitate reporting and management of multiple consoles, scanners and assets

Centralized reporting across multiple Tenable Security Center consoles to easily measure your cyber risk

More info: <https://www.tenable.com/data-sheets/tenable-sc-director-datasheet>

## Tenable OT Security

- *On-Premise product*
- *A companion license of Tenable Security Center or Tenable Security Center + is available*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *A hardware appliance is required to operate this software and is included in pricing*

Get in-depth operational technology (OT) asset visibility to better understand, manage and reduce your cyber risk. Tenable OT Security (formerly Tenable.ot) is an industrial security solution for your modern industrial enterprise. It can help you identify assets in your OT environment, communicate risk, prioritize action and enable your IT and OT security teams to work better together.

With a comprehensive set of security tools and reports, Tenable OT Security provides unmatched visibility across IT and OT security operations and delivers deep situational awareness across all global sites and their respective assets — from Windows servers to PLC backplanes — in a single interface.

Tenable OT Security protects industrial and critical infrastructure from cyber threats, malicious insiders and human error. From threat detection and mitigation to asset tracking, vulnerability management, configuration control and adaptive assessment checks, Tenable's industrial control systems (ICS) security capabilities maximize your operational environments visibility, security and control.

Tenable OT Security customers interested in a Tenable Security Center or Tenable Security Center+ companion license must always be sold as a subscription even if the customer is a perpetual customer. This option is available to end-users at no additional cost, to serve as a “command center” with robust RBAC controls and report templates.

Tenable OT Security pricing is licensed based on the number of assets, which is defined as any device detected by Tenable OT Security with an IP address. Removed assets are not counted and will only be counted if they are restored. Tenable OT Security license pricing may be offered on a subscription or perpetual/maintenance pricing regardless of pricing structure selected.

The Tenable OT Security software includes Tenable OT Security Virtual Core Appliance with a built-in sensor. The Tenable Security Center companion license is defaulted to be the same number of IPs as the number of OT assets. In some instances, you may need to increase the number of companion licenses for Tenable Security Center or Tenable Security Center+.

More info: <https://www.tenable.com/products/tenable-ot>

## Tenable Nessus Professional

- *On-Premise product*
- *Unlimited Nessus Scanners included with nearly all Tenable Enterprise Products*

### NESSUS IS #1 FOR VULNERABILITY ASSESSMENT

From the beginning, Tenable worked hand-in-hand with the security community. We continuously optimize Nessus based on community feedback to make it the most accurate and comprehensive vulnerability assessment solution in the market. Twenty-five years later and we're still laser focused on community collaboration and product innovation to provide the most accurate and complete vulnerability data - so you don't miss critical issues which could put your organization at risk. Today, Nessus is trusted by tens of thousands of organizations worldwide as one of the most widely deployed security technologies on the planet - and the gold standard for vulnerability assessment.

#1 in Accuracy: Nessus has the industry's lowest false positive rate with sixsigma accuracy (measured at .32 defects per 1 million scans).

#1 in Coverage: Nessus has the deepest and broadest coverage with more than 62,000 CVE and over 100 new plugins released weekly within 24 hours of vulnerability disclosure.

#1 in Adoption: Nessus is trusted by more than 30,000 organizations globally, including 2 million downloads. 50% of the Fortune 500 and more than 30% of the Global 2000 rely on Nessus technology.

Nessus® Professional automates point-in-time assessments to help quickly identify and fix vulnerabilities, including software flaws, missing patches, malware, and misconfigurations, across a variety of operating systems, devices and applications. Key product features include:

- Unlimited IT vulnerability assessments
- Configuration, compliance and security audits
- Use anywhere
- Configurable reports
- Community support
- Advanced support (available as an option)
- On-demand training (available as an option)

More info: <https://www.tenable.com/products/nessus>

## Tenable Nessus Expert

- *On-Premise product*
- *Unlimited Nessus Scanners included with nearly all Tenable Enterprise Products*

In addition to the product features stated above for Nessus Professional, Nessus Expert offers these additional features:

- Web application scans (5 FQDNs)
- Ability to add FQDNs
- External attack surface scans
- Ability to add domains
- Cloud infrastructure scans
- 500 prebuilt scanning policies

More info: <https://www.tenable.com/products/nessus>

## Nessus Agents

- *Unlimited scanners*

- *Can be either cloud-based within Tenable Vulnerability Management or on-premise with Tenable On-Prem Agent Manager*
- *Can be purchased separately, or included in Tenable Vulnerability Management, Tenable Security Center, Tenable Security Center+, Tenable One Standard, and Tenable One Enterprise*

Nessus Agents are lightweight programs installed locally on a host — a laptop, virtual system, desktop and/or server. Agents receive scanning instructions from a central Nessus Manager server, perform scans locally, and report vulnerability, compliance and system results back to the central server. Agents also enable large-scale concurrent scanning with little network impact.

More info: [https://www.tenable.com/products/nessus/nessus-faq#Nessus\\_Agents](https://www.tenable.com/products/nessus/nessus-faq#Nessus_Agents)

## Tenable Product Support Services

The Tenable Solution Adoption Framework, providing a flexible and scalable service model for successful delivery. This modular, five-step approach consists of services, education and support focusing on client adoption, outcomes and value. More info: <https://www.tenable.com/services>

## Implementation Programs

The Implement phase ensures rapid time-to-value with Tenable's solutions combining installation, migration and testing with our experienced Professional Services team and partners. Tenable's Quick Start service speeds up the time-to-value on your implementation to get you identifying and prioritizing vulnerabilities, actively managing risks and rapidly providing valuable insights.

Tenable's implementation programs are a one-time fee.

Scope of work documents for all implementation programs:

[https://static.tenable.com/prod\\_docs/tenable\\_slas.html](https://static.tenable.com/prod_docs/tenable_slas.html)

## Advisory Workshops (plan and design)

The Plan and Design phase begins with conducting strategic workshops to identify and map business initiatives to Tenable's risk-based solutions for ongoing maturity of your vulnerability management program. Through direct on-site or remote interaction with your team, Tenable gain an understanding of your security objectives and desired outcomes. Tenable currently offer the following two programs as part of the plan and design phase:

**Tenable One Design and Architecture Workshop:** With a Tenable One Design and Architecture Workshop from Tenable Professional Services, count on our industry experts to help you plan a path to success with your exposure management program. The Tenable One Exposure Management Platform combines broad exposure coverage with threat intelligence to help you anticipate likely attacks and proactively reduce your cyber risk. Through on-site interactions with your team, Tenable will identify your program goals and gain an understanding of your environment, including the full scope of IT assets, cloud resources, containers, web apps and identity platforms. From there, Tenable will call on their expertise and industry best practices to design a multi-phase roadmap that helps you achieve these goals, on your timeline, custom built for your organization.

**Advisory Workshop: Cyber Exposure:** With an Advisory Workshop from Tenable Professional Services, count on our industry experts to help you set a course for success with your cyber exposure planning program. As a component of your information security strategy, your cyber exposure planning program must increase visibility and reduce risk, providing overall assurance that your security controls are effective. Through on-site interaction with your team, Tenable will identify your program goals and gain an understanding of your environment. From there, we'll call on our expertise and industry best practices to design a multi-phase roadmap that helps you achieve these goals, on your timeline, custom built for your organization.

## Tenable QuickStart Programs

Quick Start Onboard services accelerate configuration and integration to a fully operational capability of Tenable products. The service allows your organization to realize several key benefits of their software solutions in a short period of time. This Quick Start Service is designed to provide three (3) outcomes:

**Install and configure.** Tenable will work with you to install your Tenable product(s) and configure it based on requirements captured during the plan and design workshops.

**Implement best practices.** Experienced Tenable Engineers (“Engineer”) will implement and orient you to Tenable’s best practices for enterprise deployment.

**Validate operational capabilities.** Your Tenable product(s) will be tested end-to-end for scanning and other operational capabilities.

A single master deliverable document containing three parts (shown below) will be completed as part of the engagement:

- Configuration document summarizing the configuration of Customer’s installation with descriptions for each configuration

- Future recommendations

- Links to appropriate documentation

The QuickStart implementation programs are determined by the size of your environment. The Deploy program is suited for smaller environments (500-10,000 assets). The Adopt program is for mid-size environment (10,000 – 50,000 assets); and the Optimize program is for large deployments (50,000+ assets). We have the following QuickStart implementation programs available:

- Quick Start Onboard for Tenable Vulnerability Management (formerly Tenable.io)

- Quick Start Deploy for Tenable Security Center (formerly Tenable.sc)

- Quick Start Deploy for Tenable Vulnerability Management (formerly Tenable.io)

- Quick Start Adopt for Tenable Security Center (formerly Tenable.sc)

- Quick Start Adopt for Tenable Vulnerability Management (formerly Tenable.io)

- Quick Start Optimize for Tenable Security Center (formerly Tenable.sc)

- Quick Start Optimize for Tenable Vulnerability Management (formerly Tenable.io)

- Quick Start Deploy for Tenable Identity Exposure (formerly Tenable.ad)

- Quick Start Remote for Tenable Cloud Security (formerly Tenable.cs)

- Quick Start for Tenable OT Security (formerly Tenable.ot)

- Quick Start for Tenable Web App Scanning (formerly Tenable.io Web Application Scanning [WAS])

More info: [https://static.tenable.com/prod\\_docs/tenable\\_slas.html](https://static.tenable.com/prod_docs/tenable_slas.html)

## Health Checks

The Tenable® Health Check (“Services”) provides customers with guidance and direction in evaluating and ensuring the continued resilience and effectiveness of their Vulnerability Management capability. A Tenable Health Check examines your security program through an optimization lens to assess the current health of your environment and measure your vulnerability management initiatives.

Tenable will facilitate an assessment exercise to determine how the current capabilities meet the client’s current business requirements and determine areas of enhancement. This will be followed by reviewing the solution and applying recommended best practices from Tenable and the industry in order to perform as efficiently as possible.

With Tenable’s Health Check Services offering, you can ensure that your security program is effective and continuously delivering on your security objectives and goals. *(Available for Tenable Vulnerability Management, Tenable Security Center, and Tenable OT Security)*

Scope of work documents for all implementation programs:

[https://static.tenable.com/prod\\_docs/tenable\\_slas.html](https://static.tenable.com/prod_docs/tenable_slas.html)

## Customized Professional Services

- *Example use cases: Data migration, custom integration, custom audit files, customized education courses*

Tenable Professional Services are essential in your journey from legacy vulnerability management to a risk-based vulnerability management program. Tenable combines 20 years of industry experience and knowledge from our leading Professional Services team and partners to create an engagement that is unique for your needs. Their team is prepared to work with you for custom integration services, custom audit files or other enhanced services.

A defined scope of work, as well as pricing (typically, hourly fees) is to be determined as-needed after a scoping call and would be offered under a contract agreement separate from a software purchase.

## Product Training Courses

Tenable provides an update to the training with every major release of the software. On-demand course topics range from asset management, vulnerability management, sensor deployment, web application scanning and cloud security.

Tenable's education framework is a tiered approach, with each tier building upon itself.

**Nessus Fundamentals Tier:** Premium on-demand video courses in Tenable University that offer about 2.5 hour instruction and establish a comprehensive foundation for effective use of Tenable's Nessus solution, and a knowledge retention exam. You can earn a digital badge and certificate of completion for completing these courses.

**Introduction Tier:** This no-cost program is available in Tenable University. Self-paced On-demand video courses offers a guided tour of technical concepts required to implement and operate Tenable products, using both through demonstrations and short-form video lectures. Available at no charge, Introduction courses are a recommended prerequisite for follow-on courses and are offered in Tenable University. *(Available for Tenable One, Tenable Vulnerability Management, Tenable OT Security, Tenable Cloud Security, Tenable Security Center, Tenable Identity Exposure, and Tenable Attack Surface Management)*

**Specialist Tier Certification Program\*:** Premium instructor-led courses focus on product deployment, configuration and operational usage. In addition to lectures, you can participate in a hands-on lab with exercises for practical application. These courses are recommended if you are seeking Specialist certification. You can also earn a certificate of attendance for completing these courses. *(Available for Tenable Vulnerability Management, Tenable OT Security, Tenable Security Center, Tenable Identity Exposure)*

**Expert Tier Certification Program\*:** Premium instructor-led courses build on Specialist instruction which are for practitioners seeking more in-depth product and best practices knowledge. In addition to lectures, you can participate in a hands-on lab with exercises for practical application. These courses are great preparation if you are seeking Expert certification. *(Available for Tenable Vulnerability Management and Tenable Security Center)*

\*Instructor-led courses can be done either virtually (2 day virtual classroom setting) or onsite for up to 16 participants at a time – both for an additional fee. If you chose to participate in one of our QuickStart implementation programs, at a minimum 1 seat of virtual training is included as part of that program.

More info: <https://www.tenable.com/education>

## Technical Support Programs

- *The Standard Support plan is included with the subscription or purchase of Tenable Nessus, upgrade option to Advanced Support is available for additional fee.*

- *Advanced support is included in all Enterprise product offerings  
Customers on the Advanced Support plan may also be upgraded to Premier Support or Elite Support plans for an additional fee.*

Tenable offers a 24x7x364 Follow-the-Sun support and service level.

In order to receive technical assistance from a Tenable Technical Support Engineer (TSE), a support plan is required for all Tenable software deployments. Customers that have licensed the software through subscriptions, or perpetual customers that have an active maintenance contract, will receive the applicable technical support services described below during the term of their respective agreements.

The Advanced Support plan is included with the subscription . Advanced Technical Support is available at no fee to our subscription customers using our enterprise products. Customers also have the option to upgrade to either Premiere or Elite Support plans for an additional fee.

Helpdesk inquiries are for general technical support in assistance with problem determination, isolation, verification, and resolution. Please note: our technical support team does not consult, code, or implement your product.

More info: <https://www.tenable.com/support/plans>

## **APPROVED SRP LIST**

Upon award, the State will publish the approved SRP list of in-scope offerings. The State will review the full product catalog and endeavor to remove all out-of-scope offerings. However, inadvertent inclusion of an out-of-scope product should not be considered an alteration of the contract’s scope. If a mistake is found, Contractors and UGUs should notify the assigned OSP Procurement Manager immediately. Tenable may periodically submit SRP list updates for the State’s consideration. The State reserves the right to add or remove any product or service at its discretion throughout the term of the contract.

## **CONTRACTOR REQUIREMENTS & RESPONSIBILITES**

- The Contractor must be a Tenable Platinum Partner and be an authorized reseller of all in-scope Tenable products and services in good standing.
- The Contractor must notify the State in writing immediately of any changes between Tenable and Contractor that could adversely affect the Contractor’s ability to comply with its contractual responsibilities or performance obligations.
- Contractor may be allowed remote access but Contractor must ensure that no UGU data leaves the continental United States.
- The Contractor must provide expert technical advice regarding Tenable’s offerings and provide appropriately qualified technicians to perform all professional services offered under this contract as ordered by the State.
- The Contractor must provide products and services from Tenable as ordered by the State at a discount off the Suggested Retail Price meeting or exceeding the discount offered in its bid. All delivery charges must be included in the price for the product and must not be invoiced separately.
- Travel expenses may be reimbursed separately if appropriate in accordance with the “Travel Expenses” provision in Section VIIB if Tenable provides services at the UGU’s site.
- Each calendar month of a UGU’s use of a cloud service, the Contractor must verify uptime commitment was met and if not, on behalf of the UGU, seek payment of the applicable service credit to the UGU from Tenable.

## **SEE BIDDING SCHEDULE**

See Bidding Schedule [03-3005-1]

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

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

## **DELIVERY DATE -- 30 DAYS ARO (JAN 2006)**

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

## **OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

## **QUALITY -- NEW (JAN 2006)**

All items must be new. [03-3060-1]

## **TECHNICAL SUPPORT -- INCLUDED (JAN 2006)**

Upon request, contractor shall provide technical assistance or service. Such service shall be available within agreed upon hours in Tenable's technical support plan following request. [03-3075-1]

## **ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)**

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep., and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide

contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division  
Attn: Reports Manager  
1201 Main Street, Suite 600  
Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

*Failure to receive the information packet does not relieve contractor from its obligations hereunder.*

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.

[03-3090-3]

#### **ADMINISTRATIVE SERVICES FEE - CALCULATION - ITMO (JUN 2015)**

**For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent** of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract. [03-3095-1]



## 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]

### MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

**OFFSHORE CONTRACTING (JAN 2006)**

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

(a) What type of work is being contracted offshore? \_\_\_\_\_

(b) What percentage (%) of the total work is being contracted offshore? \_\_\_\_\_

(c) What percentage (%) of the total value of the contract is being contracted offshore?  
\_\_\_\_\_

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

[04-4020-1]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

### QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) 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.
- (b) List of failed projects, suspensions, debarments, and significant litigation.
- (c) A copy of their Certificate of Authority, Incorporation, or Existence issued by the South Carolina Secretary of State.
- (d) Provide a Letter of Authorization on Tenable's letterhead, referencing this solicitation number, certifying that the Contractor is
  - (1) an authorized Tenable Platinum Partner, and
  - (2) is able to supply the Tenable's line of products and services to the State of South Carolina.

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

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

**MUST be the manufacturer or an authorized reseller of Tenable. Authorization letter from Tenable MUST be included with offer to validate offeror as an authorized reseller. Failure to do so SHALL deem the offeror Non Responsible.**

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

## **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

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

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- BIDS (JAN 2006)**

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

### **AWARD TO MULTIPLE OFFERORS (MODIFIED)**

**At the State's discretion, award (s) MAY be made up to the top TWO (2) offerors.** See "Calculating the Low Bid" provision in Section VI.

### **CALCULATING THE LOW BID**

The bid with the lowest Weighted Total, as calculated in Attachment C, Weighted Bid Schedule, will be considered the low bid.

[06-6050-1]

### **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]

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

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

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

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

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

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

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

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

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

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

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

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

[07-7A020-1]

## **DISPUTES (JAN 2006)**

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

## **EFT INFORMATION (FEB 2021)**

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. 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. [07-7A027-1]

## **EQUAL OPPORTUNITY (JAN 2006)**

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

## **FALSE CLAIMS (JAN 2006)**

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

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

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

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

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

## **NOTICE (JAN 2006)**

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

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

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

## **PAYMENT and INTEREST (FEB 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]

## 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]

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

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

## **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (MODIFIED)**

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

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

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

## **CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (MODIFIED)**

**[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, dispose of, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss of, unauthorized access to, 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 three million (\$3,000,000.00 dollars per occurrence and three million (\$3,000,000.00) dollars aggregate.

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

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

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

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

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

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

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

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

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

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

#### **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's

performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

## **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

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

## **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

because of outstanding liens or claims of former lien holders.

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

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

[07-7B075-1]

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

#### **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (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-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

## INFORMATION SECURITY - DEFINITIONS (FEB 2015)

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

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

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

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

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

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

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

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

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

**Unrestricted information** means (1) public information acquired other than through performance of the work, (2)



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

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

[07-7B104-1]

## INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **INFORMATION USE AND DISCLOSURE (FEB 2015)**

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

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

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

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

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

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

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

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

(h) *Actions Following Disclosure.* Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such

~~notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.~~

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

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

**To the extent applicable:**

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

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

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

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

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

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

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

## **LIMITATION OF LIABILITY – STATEWIDE (MODIFIED)**

**(1) Contractor's liability for damages to any Using Governmental Unit shall not exceed 2 times the contract amount.**

**(2) The foregoing limitation shall apply to each Using Governmental Unit independently.**

(3) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.

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

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

(6) The Using Governmental Unit's liability for damages, if any, shall in no event exceed **2 times the contract amount.**

Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.

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

### **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]

### **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

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

### **PRICE ADJUSTMENTS (JAN 2006)**

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

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

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

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

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

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

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

[07-7B160-1]

### **PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)**

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at **least ninety (90) days prior** to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

### **PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the

Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov)  
[07-7B170-1]

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

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

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

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

#### **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]

## **SOFTWARE LICENSING AGREEMENTS FOR STATEWIDE TERM CONTRACTS (MODIFIED)**

(a) Definitions. As used in this paragraph, these terms are defined as follows: "Software" means any computer program identified by the solicitation. "Licensor" means an entity that owns the intellectual property rights for an item of Software or has the authority to license or sublicense the Software directly to the state. "Software licensing agreement" means any agreement, regardless of how designated, pertaining to the intellectual property rights for or the right to use any Software, including, but not limited to, any such agreement proposed prior to or after award, including without limitation any such agreement that either is affixed to (e.g., shrink-wrap), imbedded in (e.g., click-wrap), or in any way accompanies the Software upon delivery.

(b) Separate Agreement for License and Services. This contract will address all Work (excluding the right to use the Software) and all terms regarding pricing, payment, and delivery of all Software. An independent Software Licensing Agreement has already been entered between the state and each applicable Licensor for all Software identified herein. Pursuant to this contract, the state intends to pay contractor in order to acquire license rights from Licensor under terms governed by the applicable Software Licensing Agreement. **ACCORDINGLY, YOU MUST NOT SUBMIT ANY SOFTWARE LICENSING AGREEMENTS WITH YOUR OFFER.**

(c) Political Subdivisions. You agree not to fulfill an order or provide any software to a local public procurement unit (see "Statewide Term Contract" provision) unless and until you have first presented to the unit a copy of the *"Enrollment Agreement for South Carolina Public Entities"* attached as Exhibit D, for execution, and if signed, delivered a copy to the applicable Licensor.

## **CLOUD SERVICES AGREEMENT AS PREREQUISITE TO CONTRACT PERFORMANCE**

An OSP Procurement Manager approved Cloud Services Agreement must be in effect between the State and Tenable. (Manufacturer) at all times throughout the duration of the contract. The existence of a valid Cloud Services Agreement between the State and the Manufacturer is necessary for the State to acquire Cloud Services under this contract. Contractor should facilitate the exchange between the Manufacturer and the State as requested. If a mutually agreeable Cloud Services Agreement is not reached prior to the expiration of the existing Cloud Services Agreement, the Contractor must not accept orders for Cloud Services until an OSP Procurement Manager-approved Cloud Services Agreement is in place between and the State and the Manufacturer. If such agreement is not reached, the OSP Procurement Manager may elect to terminate the corresponding contract in whole or in part.

## **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 TERM CONTRACT (FEB 2021)**

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). 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(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State shall be 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 shall 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 otherwise authorized in writing by the Chief Procurement Officer.

(c) Notwithstanding the "Purchase Orders" clause, a Using Governmental Unit may include additional contract terms in a purchase order if and to the extent necessary for the Using Governmental Unit (i) to comply with federal laws as are mandatorily applicable to an expenditure of federal assistance, grant, or contract funds, or (ii) to 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 involve an increase in pricing or materially alter the scope of work. 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. As used herein, "additional contract terms" means only those additional terms not otherwise expressly allowed by this contract.

(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 term contract; or (4) terminate the contractor's award of any other statewide term contract. [07-7B225-4]

## **STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)**

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is 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 acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

## **STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)**

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. [07-7B230-1]

## **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 1years, 0months, 0days 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 1 year unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [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 (JAN 2006)**

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

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer:

(a) any completed supplies; and

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

(4) Compensation.

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

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

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

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

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



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

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

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

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

## **TRAVEL EXPENSES**

The State may elect to reimburse Contractor for travel expenses actually incurred for services provided at the UGU's location in the administration of this contract as provided in this paragraph. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of the contract. Meal costs may not exceed twenty-five dollars per day in South Carolina and thirty-two dollars per day outside South Carolina. Reimbursement is contingent upon submittal of paid receipts on a monthly basis. Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. Travel expenses exceeding five thousand dollars in one month must be pre-approved by the UGU. Reimbursements are allowed only in accordance with the travel regulations established for South Carolina State employees. See the [GSA Per Diem Rates](#) for more information.

## **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]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

**Submit a completed Attachment C** - Weighted Bid Schedule completed in excel format. Bidders must bid on all categories to be considered for award. Bidders must insert a single discount off the most recent Tenable list price for each identified discount category. These discounts will be used to determine the contract pricing for the duration of the contract term.

**Failure to do so shall deem the Offeror Non-Responsive**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	N/A	N/A		
<b>Product Catg.:</b> 25778 - Security Enhancement Equipment Cyber				
<b>Item Description:</b> Weighted Total				
<b>Internal Item Number:</b> 1				

## **IX. ATTACHMENTS TO SOLICITATION**

- Attachment A – Withholding Requirements for Payments to Nonresidents
- Attachment B – Purchase Order Attachment: Acceptance of Offers 10% Below Statewide Term Contract Price
- Attachment C – Weighted Bid Schedule
- Attachment D – Tenable’s Technical Support Plans

**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 South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: <https://dor.sc.gov>.

---

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at <https://dor.sc.gov>.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov>.

[09-9005-5]

**Purchase Order Attachment**  
**Acceptance of Offers 10% Below Statewide 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 <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
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(35), 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(35) 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 (APR 2015) -----

[09-9020-2]

## SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

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

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

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

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

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

11. Describe your incident response policies and practices.

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

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

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

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

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

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

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

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

# OFFEROR'S CHECKLIST

## AVOID COMMON BID/PROPOSAL MISTAKES

---

Review this checklist prior to submitting your bid/proposal.  
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT** mark your entire bid/proposal as confidential, trade secret, or protected! **Do not** include a legend on the cover stating that your entire response is not to be released!
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process! Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.





# PROCUREMENT SERVICES

## NOTICE OF TIME EXTENSION POSTINGS OF AWARD RELATED DOCUMENTS

For solicitations issued by the Information Technology Management Office, the Statement of Award or Intent to Award will be posted at this location on the date published on the solicitation. If the appropriate award document has not been posted at this location by the close of business on the date published on the solicitation, contact the procurement officer whose name and contact information appears on the cover page of the solicitation, or if applicable, the last amendment to the solicitation.

For additional information, please reference Regulation 19-445.2090(B).

[Refresh](#)

Solicitation Number	Solicitation Description	Purchasing Agency	Delivery Point	Submission Ending Date/Time
5400026532	STC-TENABLE PRODUCTS AND SERVICES	Materials Mgmt Ofc	South Carolina	05/03/2024 11:00:00 AM

## Solicitation Attachments

### Pre-Award Notices

5 solicitation attachments found, displaying all solicitation attachments.

	Attachment Name	Date/Time Posted
1	<a href="#">Support Plan.pdf</a>	03/15/2024 04:32:01 PM
2	<a href="#">Tenable Solicitation.pdf</a>	03/15/2024 04:32:06 PM
3	<a href="#">Amendment 1.pdf</a>	03/27/2024 02:26:43 PM
4	<a href="#">Bid Sheet.xlsx</a>	03/27/2024 06:35:58 PM
5	<a href="#">STC Tenable - Amendment 2.pdf</a>	04/05/2024 10:06:24 AM

## Contract Awards


### Post-Award Notices

To view Award Documents, click on the Contract Number below

2 contracts found, displaying all contracts.

Contract Number	Term From	Term Thru	Vendor Name	Vendor Number
<a href="#">4400034650</a>	06/03/2024	06/04/2024	SHI INTERNATIONAL CORP	7000339906
<a href="#">4400034666</a>	06/03/2024	06/04/2024	PRESIDIO NETWORKED SOLUTIONS LLC	7000175727

[BACK](#)

	<h2 style="margin: 0;">State of South Carolina</h2> <p style="margin: 10px 0 0 0;"><b>Invitation For Bid</b> <b>Amendment 2</b></p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Solicitation:</td> <td><b>5400026532</b></td> </tr> <tr> <td>Date Issued:</td> <td><del>03/01/2024 03/26/2024</del> <b>04/05/2024</b></td> </tr> <tr> <td>Procurement Officer:</td> <td>LILLANEA BOUKNIGHT 803-737-3224</td> </tr> <tr> <td>Phone:</td> <td><a href="mailto:lbouknight@mmo.sc.gov">lbouknight@mmo.sc.gov</a></td> </tr> <tr> <td>E-Mail Address:</td> <td>SFAA, Div. of Procurement Services 1201 Main Street, Suite 600</td> </tr> <tr> <td>Mailing Address:</td> <td>Columbia SC 29201</td> </tr> </table>	Solicitation:	<b>5400026532</b>	Date Issued:	<del>03/01/2024 03/26/2024</del> <b>04/05/2024</b>	Procurement Officer:	LILLANEA BOUKNIGHT 803-737-3224	Phone:	<a href="mailto:lbouknight@mmo.sc.gov">lbouknight@mmo.sc.gov</a>	E-Mail Address:	SFAA, Div. of Procurement Services 1201 Main Street, Suite 600	Mailing Address:	Columbia SC 29201
Solicitation:	<b>5400026532</b>													
Date Issued:	<del>03/01/2024 03/26/2024</del> <b>04/05/2024</b>													
Procurement Officer:	LILLANEA BOUKNIGHT 803-737-3224													
Phone:	<a href="mailto:lbouknight@mmo.sc.gov">lbouknight@mmo.sc.gov</a>													
E-Mail Address:	SFAA, Div. of Procurement Services 1201 Main Street, Suite 600													
Mailing Address:	Columbia SC 29201													

DESCRIPTION: **STC-Tenable Products and Services**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

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

SUBMIT OFFER BY (Opening Date/Time): ~~04/29/2024~~ **05/03/2024 11:00am EST** (See "Deadline For Submission Of Offer" provision)

~~QUESTIONS MUST BE RECEIVED BY: 04/03/2024 5:00pm EST~~ (See "Questions From Offerors" provision)-

NUMBER OF COPIES TO BE SUBMITTED: **Online Submission** (See "Online Bidding Instructions" provision)

- If submitting confidential information, include a separate redacted copy with your online submission marked "REDACTED." (See provisions "Submitting Redacted Offers" in Section IV & "Disclosure of Your Bid / Proposal and Submitting Confidential Data" in Section IIA.)

**Initial here if no redacted copy is necessary \_\_\_\_\_**

<p><del>CONFERENCE TYPE: Non-Mandatory Pre-Bid Conference</del> <del>DATE &amp; TIME: 04/03/2024 10:00am EST</del></p> <p><small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small></p>	<p><del>LOCATION: Via MS Teams Only!!!</del></p>
---	--

<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on <b>05/17/2024</b> The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
--------------------------------------	---

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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

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



**PAGE TWO**

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

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

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

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

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
---	----------------------	----------------------	----------------------	-------------------------

<p>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): <b>PREFERENCES DO NOT APPLY. See S.C. Procurement Code § 11-35-1524 (E).</b></p>
--

<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: <b>PREFERENCES DO NOT APPLY. See S.C. Procurement Code § 11-35-1524 (E).</b></p>          <p>_____ In-State Office Address same as Home Office Address    _____ In-State Office Address same as Notice Address <b>(check only one)</b></p>
---



## Table of Contents

<b>I. SCOPE OF SOLICITATION</b> .....	<b>5</b>
<b>ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)</b> .....	<b>5</b>
<b>MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)</b> .....	<b>5</b>
<b>II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS</b> .....	<b>6</b>
<b>DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)</b> .....	<b>6</b>
<b>AMENDMENTS TO SOLICITATION (JAN 2004)</b> .....	<b>6</b>
<b>AUTHORIZED AGENT (FEB 2015)</b> .....	<b>7</b>
<b>BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)</b> .....	<b>7</b>
<b>BID ACCEPTANCE PERIOD (JAN 2004)</b> .....	<b>7</b>
<b>BID IN ENGLISH and DOLLARS (JAN 2004)</b> .....	<b>7</b>
<b>AUTHORITY AS PROCUREMENT AGENT (DEC 2015)</b> .....	<b>7</b>
<b>CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)</b> .....	<b>7</b>
<b>CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)</b> .....	<b>8</b>
<b>CODE OF LAWS AVAILABLE (JAN 2006)</b> .....	<b>9</b>
<b>DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)</b> .....	<b>9</b>
<b>DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)</b> .....	<b>9</b>
<b>DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)</b> .....	<b>9</b>
<b>DUTY TO INQUIRE (FEB 2015)</b> .....	<b>10</b>
<b>ETHICS CERTIFICATE (MAY 2008)</b> .....	<b>10</b>
<b>OMIT TAXES FROM PRICE (JAN 2004)</b> .....	<b>10</b>
<b>OPEN TRADE REPRESENTATION (JUN 2015)</b> .....	<b>10</b>
<b>PROTESTS (MAY 2019)</b> .....	<b>10</b>
<b>PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)</b> .....	<b>10</b>
<b>PUBLIC OPENING (JAN 2004)</b> .....	<b>11</b>
<b>REJECTION/CANCELLATION (JAN 2004)</b> .....	<b>11</b>
<b>RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)</b> .....	<b>11</b>
<b>SIGNING YOUR OFFER (JAN 2004)</b> .....	<b>12</b>
<b>STATE OFFICE CLOSINGS (JAN 2004)</b> .....	<b>12</b>
<b>DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)</b> .....	<b>13</b>
<b>SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)</b> .....	<b>13</b>
<b>TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)</b> .....	<b>14</b>
<b>VENDOR REGISTRATION MANDATORY (MODIFIED)</b> .....	<b>14</b>
<b>WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)</b> .....	<b>14</b>

<b>II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS.....</b>	<b>15</b>
<del>CONFERENCE -- PRE-BID/PROPOSAL (MODIFIED) .....</del>	<del>15</del>
<b>PROTEST - CPO - ITMO ADDRESS (JUN 2006) .....</b>	<b>16</b>
<b>UNIT PRICES REQUIRED (JAN 2006).....</b>	<b>16</b>
<b>III. SCOPE OF WORK/SPECIFICATIONS .....</b>	<b>17</b>
<b>SCOPE .....</b>	<b>17</b>
<b>SEE BIDDING SCHEDULE.....</b>	<b>30</b>
<b>DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006) .....</b>	<b>30</b>
<b>DELIVERY DATE -- 30 DAYS ARO (JAN 2006).....</b>	<b>30</b>
<b>OPERATIONAL MANUALS (JAN 2006).....</b>	<b>30</b>
<b>QUALITY -- NEW (JAN 2006).....</b>	<b>30</b>
<b>TECHNICAL SUPPORT -- INCLUDED (JAN 2006).....</b>	<b>30</b>
<b>ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015).....</b>	<b>30</b>
<b>ADMINISTRATIVE SERVICES FEE - CALCULATION - ITMO (JUN 2015).....</b>	<b>32</b>
<b>IV. INFORMATION FOR OFFERORS TO SUBMIT.....</b>	<b>33</b>
<b>INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015).....</b>	<b>33</b>
<b>MINORITY PARTICIPATION (DEC 2015).....</b>	<b>33</b>
<b>OFFSHORE CONTRACTING (JAN 2006) .....</b>	<b>34</b>
<b>V. QUALIFICATIONS.....</b>	<b>35</b>
<b>QUALIFICATIONS OF OFFEROR (MAR 2015).....</b>	<b>35</b>
<b>QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED).....</b>	<b>35</b>
<b>SUBCONTRACTOR -- IDENTIFICATION (FEB 2015).....</b>	<b>36</b>
<b>VI. AWARD CRITERIA.....</b>	<b>37</b>
<b>AWARD CRITERIA -- BIDS (JAN 2006).....</b>	<b>37</b>
<b>CALCULATING THE LOW BID .....</b>	<b>37</b>
<b>COMPETITION FROM PUBLIC ENTITIES (JAN 2006).....</b>	<b>37</b>
<b>UNIT PRICE GOVERNS (JAN 2006) .....</b>	<b>37</b>
<b>VII. TERMS AND CONDITIONS -- A. GENERAL.....</b>	<b>38</b>
<b>ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)</b>	<b>38</b>
<b>BANKRUPTCY - GENERAL (FEB 2015).....</b>	<b>38</b>
<b>CHOICE-OF-LAW (JAN 2006).....</b>	<b>38</b>
<b>CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED).....</b>	<b>38</b>
<b>DISCOUNT FOR PROMPT PAYMENT (JAN 2006).....</b>	<b>39</b>
<b>DISPUTES (JAN 2006) .....</b>	<b>39</b>
<b>EFT INFORMATION (FEB 2021) .....</b>	<b>39</b>
<b>EQUAL OPPORTUNITY (JAN 2006).....</b>	<b>40</b>
<b>FALSE CLAIMS (JAN 2006).....</b>	<b>40</b>
<b>FIXED PRICING REQUIRED (JAN 2006) .....</b>	<b>40</b>
<b>NO INDEMNITY OR DEFENSE (FEB 2015) .....</b>	<b>40</b>
<b>NOTICE (JAN 2006).....</b>	<b>40</b>

OPEN TRADE (JUN 2015).....	40
PAYMENT and INTEREST (FEB 2021).....	40
PUBLICITY (JAN 2006) .....	41
PURCHASE ORDERS (JAN 2006).....	41
SURVIVAL OF OBLIGATIONS (JAN 2006).....	41
TAXES (JAN 2006).....	41
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006).....	41
THIRD PARTY BENEFICIARY (JAN 2006) .....	42
WAIVER (JAN 2006).....	42
VII. TERMS AND CONDITIONS -- B. SPECIAL.....	43
BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015) .....	43
CHANGES (JAN 2006) .....	43
COMPLIANCE WITH LAWS (JAN 2006).....	43
CONTRACT LIMITATIONS (JAN 2006).....	44
CONTRACTOR'S LIABILITY INSURANCE - GENERAL (MODIFIED) .....	44
CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (MODIFIED) .....	44
CONTRACTOR PERSONNEL (JAN 2006).....	45
CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006).....	45
CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006).....	46
DEFAULT (JAN 2006) .....	46
ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006).....	47
ESTIMATED QUANTITY -- UNKNOWN (JAN 2006) .....	47
ILLEGAL IMMIGRATION (NOV 2008).....	47
<b>INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (MODIFIED)</b> .....	47
INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006) .....	48
INFORMATION SECURITY - DEFINITIONS (FEB 2015).....	48
INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015) .....	49
INFORMATION SECURITY – LOCATION OF DATA (FEB 2015) .....	50
INFORMATION USE AND DISCLOSURE (FEB 2015).....	50
INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015).....	51
LICENSES AND PERMITS (JAN 2006).....	51
LIMITATION OF LIABILITY – STATEWIDE (MODIFIED).....	51
MATERIAL AND WORKMANSHIP (JAN 2006).....	52
OWNERSHIP OF DATA and MATERIALS (JAN 2006).....	52
PRICE ADJUSTMENTS (JAN 2006).....	52
PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006).....	52
PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006).....	53
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006) .....	53
RELATIONSHIP OF THE PARTIES (JAN 2006) .....	53



<b>RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)</b> .....	<b>53</b>
<b>RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)</b> .....	<b>53</b>
<b>SERVICE PROVIDER SECURITY REPRESENTATION (FEB 2015)</b> .....	<b>54</b>
<b>SHIPPING / RISK OF LOSS (JAN 2006)</b> .....	<b>55</b>
<b>STATEWIDE TERM CONTRACT (FEB 2021)</b> .....	<b>55</b>
<b>STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)</b>	<b>55</b>
<b>STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)</b> .....	<b>55</b>
<b>TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)</b> .....	<b>56</b>
<b>TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)</b> .....	<b>56</b>
<b>TERMINATION FOR CONVENIENCE (JAN 2006)</b> .....	<b>56</b>
<b>TRAVEL EXPENSES</b> .....	<b>57</b>
<b>WARRANTY -- STANDARD (JAN 2006)</b> .....	<b>57</b>
<b>VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL</b> .....	<b>58</b>
<b>BIDDING SCHEDULE (NOV 2007)</b> .....	<b>58</b>
<b>IX. ATTACHMENTS TO SOLICITATION</b> .....	<b>59</b>
<b>SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE</b> .....	<b>62</b>

**IMPORTANT NOTICE:** In order to make the solicitation document easier to read, the state has opted to issue a completely new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their 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.

## **I. SCOPE OF SOLICITATION**

The Office of State Procurement is soliciting bids from qualified offerors to establish Statewide Term Contracts for Tenable products and services that discover, assess, analyze, fix, and measure a UGU’s computing environment vulnerabilities as outlined herein.

### **ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (JAN 2006)**

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

**IMPORTANT NOTICE:** IF THE TERMS AND CONDITIONS HEREIN ARE OBJECTED TO, QUALIFIED, OR SUPPLEMENTED IN YOUR OFFER, YOUR OFFER SHALL BE DETERMINED NON-RESPONSIVE AND NOT CONSIDERED FURTHER. See “Responsiveness and Improper Offers” provision in Section IIA, SC Code of Laws §11-35-1520(13), and SC Code of Regulations Chapter 19-445.2070.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

Start date: 07/05/2024

End date: 07/04/2029

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

**The initial contract term shall be for one (1) year with four (4) additional one-year renewal options for a total potential maximum contract of five (5) years.**

## II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

### DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

### AMENDMENTS TO SOLICITATION (JAN 2004)

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

## **AUTHORIZED AGENT (FEB 2015)**

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

## **AWARD NOTIFICATION (MODIFIED)**

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

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

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

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

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

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

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

## **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

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

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

circumstances.

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

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

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

[02-2A035-1]

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

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

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

The South Carolina Regulations are available at:

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

[02-2A040-2]

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

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

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

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

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

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

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

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

## **ETHICS CERTIFICATE (MAY 2008)**

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

## **OMIT TAXES FROM PRICE (JAN 2004)**

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

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

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

## **PROTESTS (MAY 2019)**

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

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

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

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

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

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

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

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

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

**Please address emails to [lbouknight@mmo.sc.gov](mailto:lbouknight@mmo.sc.gov) and put the solicitation number and name in the subject line.**

**IMPORTANT NOTICE: ALL QUESTIONS MUST BE SUBMITTED, IN WRITING, AND RECEIVED BY THE PROCUREMENT OFFICER FOR THIS SOLICITATION NO LATER THAN 04/03/2024 5:00 PM. ~~SUBMIT QUESTIONS BY EMAIL TO THE PROCUREMENT MANAGER WITH SUBJECT LINE OF THE EMAIL: "QUESTION - 5400026532". QUESTIONS MUST BE SUBMITTED IN AN EASILY COPIED FORMAT SUCH AS MS WORD.~~**

#### **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

#### **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost



proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

[02-2A105-2]

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

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

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

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

## **DISCLOSURE OF YOUR BID / PROPOSAL and 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]

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

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

## VENDOR REGISTRATION MANDATORY (MODIFIED)

**You must have a state vendor number to be eligible to submit an offer.** To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select Doing Business with Us. Then select Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID & 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 [Index - Business Entities Online - S.C. Secretary of State \(sc.gov\)](http://www.sos.sc.gov) or S.C. Department of Revenue [Withholding \(sc.gov\)](http://www.sos.sc.gov).)

**This process may take up to 45 days.**

## WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

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

### ~~CONFERENCE – PRE-BID/PROPOSAL (MODIFIED)~~

~~Pre Bid/Proposal Conference Date and Time: Tuesday, 03/29/2024 10:00am EST~~

~~Location of Pre Bid/Proposal Conference: Via MS Teams Only~~

~~Register by emailing [lbouknight@mmo.sc.gov](mailto:lbouknight@mmo.sc.gov) and an invitation will be sent to your email address. Contact the Procurement Officer with any registration issues before 5:00 PM on 03/28/2024.~~

~~Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]~~

**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 is to identify items that are in error, unclear, or unduly restrictive as well as discussing the terms and conditions and submittal process.**

**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.**

---

### **ON-LINE BIDDING INSTRUCTIONS (Modified):**

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

(b) Steps for On-Line Bidding

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

#2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading “Doing Business with Us” and then “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.

(c) If you have problems entering an on-line 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 on-line offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

**If you are submitting on-line, please ensure you attach a copy of the Cover Page and Page Two under Notes and Attachments.**

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

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

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

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

**UNIT PRICES REQUIRED (JAN 2006)**

Unit price to be shown for each item. [02-2B170-1]

### III. SCOPE OF WORK/SPECIFICATIONS

#### SCOPE

The scope of this solicitation includes Tenable products and services that discover, assess, analyze, fix, and measure a UGU's computing environment vulnerabilities as outlined herein.

#### Definitions

**Asset** - An "Asset" is a uniquely defined object that has been identified via a number of identifiers (i.e., a tag, CPU ID, multiple IP Address, MAC Address, etc.). An Asset can also be a web application that is addressable via URI or URL.

**Confidential information** refers to sensitive information in custody of the UGU. Examples of confidential information include credit card information, information security plan, system configuration standards, or information exempt from Freedom of Information Act (FOIA). Unauthorized disclosure, alteration or destruction of confidential data would result in considerable risk to the State.

**Documentation** means the then-current official user manuals and/or documentation for the Products available at docs.tenable.com.

**Host** - A "Host" is an entity on the UGU system that can be uniquely identified as a target of a Scan. Hosts shall include, but not be limited to, desktops, laptops, servers, storage devices, network devices, phones, tablets and containers.

**Hosted Services** are a type of service provided through the Tenable Vulnerability Management platform and include Scans and access to and use of the hosted environment (the *Hosted Environment*)

**Personally Identifiable Information (PII)** is information about a person that contains some unique identifier, including but not limited to name or Social Security Number, from which the identity of the person can be determined.

**Product(s)** means any of the products that Tenable offers, including Software, Hosted Services, Support Services and Professional Services. For the avoidance of doubt, this definition includes new products, and enhancements and capabilities added to existing Products, which are first offered by Tenable at any time during the contract term.

**Professional Services** means services purchased, including consulting services which are relevant to the implementation and configurations of Tenable Products as well as on-site or virtual training courses. Generally, Professional Services are defined either in a separate SOW or a Services Brief. Professional Services do not include the Hosted Services or Support Services.

**Restricted information** is highly sensitive information in custody or owned by the UGU and/or data which is protected by Federal or State laws and regulations. Examples of restricted information may include, but are not limited to, Federal Tax Information (FTI) and health information protected by the Health Insurance Portability and Accountability Act (HIPAA). Unauthorized disclosure, alteration or destruction of Restricted data shall result in considerable risk to the State including statutory penalties.

**Scan(s)** are a function performed by the Software and/or the Hosted Services on Scan Targets, which are conducted in order to provide data to UGU regarding its network security. *PCI Scans* are a specific type of Scan designed to assess compliance with the Payment Card Industry Data Security Standard. *Scan Data* is the resulting information created by the Scan. *Scan Target(s)* are the targets or subjects of a Scan.

**Services Brief** means the document which outlines Tenable’s basic, pre-packaged, non-customized, installation, or training Professional Services offered under a Tenable SKU and which do not require a separate SOW. For the avoidance of doubt, UGU may purchase commercial off the shelf SKU-based Professional Services without executing a separate Statement of Work.

**UGU Content** means any government information, as defined in Section VIIB herein, that (1) is not merely a byproduct of using one or more of the Products (including but not limited to telemetry data, Scan Data, and scan data usage); and (2) does not include un-redacted PII, Confidential, or Restricted information that is not anonymized

### **In-Scope Offerings**

- Perpetual and term (i.e. subscription) software licenses
- Appliances and applicable ancillary accessories
- Virtual appliances
- Support services
- Any combination of the above-listed offerings combined as a bundle
- Professional Services
- Training Services

### **Exclusions**

- Platform as a Service (PaaS), as defined by NIST 800 145
- Infrastructure as a Service (IaaS), as defined by NIST 800 145
- Non-Tenable brand name or third-party products
- Non-native products
- Telephony/IP telephony products

### **Pricing Models**

**Asset Based Pricing** (Tenable Vulnerability Management) – Tenable Vulnerability Management Scan data may reveal that a particular Asset has multiple unique identifiers (such as IP addresses). Tenable Vulnerability Management endeavors to count such Assets as a single unit of measurement for licensing purposes.

**Host Based Pricing** (Tenable Security Center, Nessus Manager) – Tenable Security Center does not differentiate when an Asset has multiple unique identifiers. In such instances, Tenable Security Center is likely to identify several Hosts as separate units of measurement for licensing purposes. This host based pricing model is the generally accepted industry standard which emphasizes the value in Tenable Vulnerability Management’s ability to create savings for Tenable’s customers.

### **Products**

#### **Tenable One Standard**

- *SaaS Product, Hosted in AWS Cloud.*

Tenable One is an exposure management platform that combines risk-based vulnerability management, web application security, cloud security and identity security to help organizations gain visibility across the modern attack surface, focus efforts to prevent likely attacks and accurately communicate cyber risk to support optimal business performance.

The platform combines the broadest vulnerability coverage spanning IT assets, cloud resources, containers, web apps and identity systems, builds on the speed and breadth of vulnerability coverage from Tenable Research and adds comprehensive analytics to prioritize actions and communicate cyber risk.

Tenable One allows organizations to gain comprehensive visibility across the modern attack surface; anticipate threats and prioritize efforts to prevent attacks; and communicate cyber risk to make better decisions

Capabilities include:

- **Exposure View:** Enables focused security efforts through clear, concise insight into your organization's security exposure answering such critical questions as "how secure are we" and "where do we stand in our preventative and mitigation efforts?" "how are we doing over time?" and "what are the key events?"
- **Tag Performance:** Addresses which tags make up an exposure card and how much that group of assets contributes to a given exposure score.
- **Attack Path Analysis:** With more than 150 supported attack techniques, Attack Path Analysis gives security practitioners a glimpse into the attacker mindset. It continuously monitors gaps across endpoint, identity and cloud to proactively visualize attack paths and mitigate high-risk exposures. It performs this function by mapping critical risks to the MITRE ATT&CK framework to visualize all viable attack paths continuously — both on-prem and in the cloud.
- **Asset Inventory:** Centralized view of all assets, including IT, cloud, Active Directory (AD) and web apps, with the ability to create specific asset tags from a variety of sources.
- **External Attack Surface Management (EASM):** Provides insight into the external attack surface, empowering your organization to identify and reduce risks from the attacker's perspective.
- **Custom Exposure Cards:** Enables concise, flexible communication of specific security insights.
- **News:** Integration with Tenable Research blogs allow for creation of custom exposure cards that reflect cyber security developments.

Tenable One Standard is comprised of Tenable Vulnerability Management, Tenable Web App Scanning, Tenable Cloud Security, Tenable Identity Exposure, Tenable OT Security, Tenable Security Center, Tenable Lumin & Exposure View & Asset Inventory.

In Tenable One most assets are equally interchangeable from a licensing perspective meaning they equal one asset even though they are detected by different products/sensors. A single asset is defined as: On-premises VM or OT asset: IT Asset, Cloud VM asset: Compute scanned via traditional methods, Web app: fully qualified domain name (FQDN), Active Directory: Enabled User, ASM: Observable Object (Only applies to Tenable One Enterprise). However, the exception to this rule is with cloud resources.

More info: <https://www.tenable.com/products/tenable-one>

## **Tenable One Enterprise**

- *SaaS Product, Hosted in AWS Cloud.*

Tenable One Enterprise is comprised of all features in Tenable One Standard plus Attack Path Analysis for breach & attack mitigation and External Attack Surface Management for insight into the external attack surface, allowing organizations to identify and reduce risks from the attacker's perspective.

An attack path defines a source, a target, and one or more attack techniques leading an attack from the source to the target. Attack techniques represent 'how' an adversary achieves a tactical goal by performing an action. For example, an adversary may dump credentials to achieve credential access. Tenable's Attack Path Analysis receives data and pairs it with advanced graph analytics, MITRE ATT&CK™, and Open Web Application Security Project® (OWASP) to map the possible attack techniques.

## **Tenable Vulnerability Management**

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *This product is available as both a commercial product or as a FedRAMP product (two different SKUs)*



Tenable Vulnerability Management is a risk-based vulnerability management platform that gives you full network visibility to predict attacks and quickly respond to critical vulnerabilities. Continuous, always-on discovery and assessment provide the visibility you need to find all assets on your network, as well as hidden vulnerabilities on those assets. Built-in prioritization, threat intelligence and real-time reporting help you understand your risk and proactively disrupt attack paths. Built on leading Tenable Nessus technology and managed in the cloud, you get complete visibility of the assets and vulnerabilities on your network so you can quickly and accurately understand your risk and know which vulnerabilities to fix first.

Tenable Vulnerability Management is licensed by annual subscription and priced by asset, rather than by IP address. Our proprietary asset-counting algorithm leverages multiple asset attributes to programmatically identify unique assets to reduce duplication.

More info: <https://www.tenable.com/products/tenable-io>

## **Tenable PCI ASV**

- *Prerequisite: Tenable Vulnerability Management*

Tenable Vulnerability Management includes a PCI ASV license for a single, unique PCI asset. With this add-on module, Customers can submit an unlimited number of quarterly attestations.

Tenable's PCI ASV streamlines the quarterly external vulnerability scan submission and dispute process as required by PCI 11.2.2. With pre-configured scan templates and an efficient evidence/dispute resolution process, Tenable (an Approved Scanning Vendor) can quickly prepare a compliant scan report for merchants and service providers.

Tenable relies on customers to conduct their own scans using the PCI Quarterly External Scan template. This template prevents customers from changing configuration settings, such as disabling vulnerability checks, assigning severity levels, altering scan parameters, etc. Customers use Tenable Vulnerability Management cloud-based scanners to scan their internet-facing environments and then submit compliant scan reports to Tenable for attestation. Tenable attests the scan reports, and then the customer submits them to their acquirers or payment brands as directed by the payment brands.

More info: <https://www.tenable.com/products/tenable-io/pci-asv>

## **Tenable Web App Scanning**

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *An on-premise version is included as part of Tenable Security Center and Tenable Security Center+*
- *This product is available as both a commercial product or as a FedRAMP product (two different SKUs)*

Tenable Web App Scanning is a dynamic application security testing (DAST) application. A DAST crawls a running web application through the front end to create a site map with all of the pages, links and forms for testing. Once the DAST creates a site map, it interrogates the site through the front end to identify any vulnerabilities in the application custom code or known vulnerabilities in the third-party components that comprise the bulk of the application.

Tenable Web App Scanning identifies OWASP Top 10 vulnerabilities such as cross-site scripting (XSS) and SQL injection in custom application code and vulnerable versions of third-party components running on your site. You can also use Tenable Web App Scanning to identify a number of cyber hygiene issues (ex: misconfiguration, expired certificates) in web applications in two minutes or less through the use of predefined scan templates.

Tenable Web App Scanning is a subscription-based licensing model. Our pricing model is tier-based, meaning the pricing changes depending on the quantity of domain names. Tenable Web App Scanning determines asset count by the number of fully-qualified domain names (FQDNs) that Tenable Web App Scanning successfully scans for your user account and has a minimum license requirement of 5 FQDNs.

More info: <https://www.tenable.com/products/tenable-io/web-application-scanning>

## **Tenable Cloud Security**

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *This product is available as a commercial product but is also designated as FedRAMP “Ready” as Tenable undergoes the certification process within the FedRAMP program.*

Tenable Cloud Security provides complete and continuous visibility of exposures across all your cloud resources and assets in a single platform. With Tenable Cloud Security, you can detect and fix cloud infrastructure misconfigurations in the design, build and runtime phases of your software development lifecycle; establish guardrails in DevOps pipelines to prevent exposures from reaching production; continuously monitor AWS, Azure and GCP environments to ensure any runtime changes adhere to policies; and create merge requests automatically to remediate configuration drift.

Tenable Cloud Security also provides continuous visibility into cloud-host and container-image vulnerabilities, without the need to manage scan schedules, credentials or agents. Cloud assets and container images are re-assessed as new vulnerability detections are added and as new assets are deployed. This always-on approach allows you to spend more time focusing on the highest priority vulnerabilities and less time on managing scans and software. Tenable Cloud Security can be defined as a CSPM, CNAPP, and CIEM solution.

Tenable Cloud Security is licensed based on the number of Cloud Resource Workloads. A cloud resource workload is any compute resource, database, container or network item that is monitored for policy violations and security risk. The minimum license size for Tenable Cloud Security is 300 assets. There is no maximum.

More info:

- <https://www.tenable.com/products/tenable-cloud-security>
- <https://www.tenable.com/products/tenable-ciem>

## **Tenable Attack Surface Management**

- *SaaS Product, Hosted in AWS Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Enterprise*

Tenable Attack Surface Management (formerly Tenable.asm) continuously maps the entire internet and discovers connections to your internet-facing assets so you can discover and assess the security posture of your entire external attack surface.

The problem for most organizations is they are largely blind to the full and ever-changing scope of internet-facing assets and services. Tenable Attack Surface Management eliminates this problem by continuously monitoring the internet and attributing assets and services to your organization, allowing customers to rapidly discover and identify all externally facing assets that could become exploitable targets for cyber criminals. In essence, it eliminates blind spots in your organization’s attack surface area.

Discovering the vast majority of your internet-accessible assets is a foundation to good security. Tenable Attack Surface Management allows you to discover and assess these assets that may have been unknown to your organization, providing visibility into your external risk.

Tenable.asm pricing is based on the number of observable objects. An observable object is defined as a domain name, subdomain or IP address of a device connected to the internet or internal network. Examples would include a FQDN, server, API and endpoint.

More info: <https://www.tenable.com/products/tenable-asm>

## Tenable Lumin

- *SaaS Product, Hosted in AWS Cloud*
- *Prerequisite: Tenable Vulnerability Management or Tenable Security Center*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard, Tenable One Enterprise, or Tenable Security Center+*

Tenable Lumin enables organizations to effectively measure their Cyber Exposure and benchmark their performance internally against different groups as well as externally against industry peers. To accomplish this, Tenable combines data about the real-world threat vulnerabilities pose with asset criticality context to calculate a Cyber Exposure Score, transforming raw technical data into business insights.

Tenable Lumin combines a number of data sources, such as vulnerability data, threat intelligence and asset criticality, to help security leaders quantify cyber risk and maximize cyber risk reduction. Tenable Exposure.ai technology utilizes the industry's most extensive vulnerability intelligence and one of the industry's largest data science organizations, which enables us to deliver comprehensive benchmarking capabilities to compare your cyber risk with peers and machine learning algorithms to provide accurate cyber risk calculations.

Tenable Lumin is a separate application that helps you translate raw vulnerability data into business insights by objectively measuring your Cyber Exposure to help guide your strategic decision making. Tenable Lumin works in conjunction with both Tenable Vulnerability Management and Tenable Security Center to incorporate asset and vulnerability data to quantify and analyze your cyber risk. Tenable Lumin pricing is based on the total assets count of the Tenable Vulnerability Management container and/or Tenable Security Center deployment. Example pricing is available on request.

More info: <https://www.tenable.com/products/tenable-lumin>

## Tenable Identity Exposure

- *Offered as both an on-premise or SaaS Product, Hosted in Microsoft Azure Cloud.*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*

Tenable Identity Exposure (formerly Tenable.ad) is a fast, agentless Active Directory security solution that allows you to see everything in your complex Active Directory environment, predict what matters to reduce risk and eliminate attack paths before attackers exploit them. Tenable Identity Exposure enables you to detect and respond to attacks in real time and find and fix weaknesses in Active Directory before attackers exploit them.

The main capabilities of Tenable Identity Exposure are:

- Uncover any hidden weaknesses within your Active Directory configurations
- Discover underlying issues threatening your Active Directory security
- Dissect each misconfiguration – in simple terms
- New Asset Exposure Score capability quantifies asset risk by combining vulnerability, exposure and identity entitlements (powered by Tenable's Artificial Intelligence and Data Science Engine)
- Get recommended fixes for each issue
- Create custom dashboards to manage your Active Directory security to drive risk reduction
- Discover dangerous trust relationships
- New View Unified Identities from Active Directory and Azure AD
- Catch every change in your AD

- Uncover major attacks per domain in your Active Directory
- Visualize every threat from an accurate attack timeline
- Consolidate attack distribution in a single view
- Make the link between Active Directory changes and malicious actions
- Analyze in-depth details of an Active Directory attack
- Explore MITRE ATT&CK ® descriptions directly from detected incidents.

Tenable Identity Exposure is licensed per enabled user account.

More info: <https://www.tenable.com/products/tenable-ad>

## Tenable Security Center

- *On-Premise product*
- *Can be purchased as a stand-alone, or included as part of Tenable OT Security, Tenable One Standard and Tenable One Enterprise*
- *Can be integrated with Tenable Vulnerability Management*

Managed on-premises and powered by Nessus technology, the Tenable Security Center (formerly Tenable.sc) suite of products provides the industry's most comprehensive vulnerability coverage with real-time continuous assessment of your network. It's your complete end-to-end vulnerability management solution.

Using a diverse array of sensors, Tenable Security Center ensures continuous discovery and assessment of your network, assets and vulnerabilities in real-time. Tenable Security Center gathers security data from across your organization using sources such as:

**Passive monitoring:** Monitoring network traffic and events in real-time provides information on which assets are connected to the internet and how they communicate. It identifies new or never-before-seen devices or applications and detects suspicious behavior as it happens.

**Active scanning:** Thoroughly analyzes asset state to identify vulnerabilities, misconfigurations, malware and other weaknesses.

**Host data:** Actively monitors host activities and events, including insight into access and changes.

**Intelligent connectors:** Leveraging your other security investments, Tenable Security Center can integrate additional security data to improve context and analysis. Both will analyze information from a wide range of data sources including Active Directory (AD), configuration management databases (CMDBs), patch management systems, mobile device management (MDM) systems, cloud platforms, web applications and more.

**Agent scanning:** Instantly audit transient or hard-to-scan assets that intermittently connect to the internet without credentials. Once installed, agents can run credentialed scans without ongoing host credentials.

**Web App Scanning:** Seamlessly integrated into the Security Center UI, Tenable Web App Scanning empowers you to identify and address vulnerabilities across your network and web applications, bolstering your security posture.

Tenable Security Center is licensed by annual subscription and priced by IP. Perpetual licensing is also available.

More info: <https://www.tenable.com/products/tenable-sc>

## Tenable Security Center+

- *On-Premise product*
- *Can be integrated with Tenable One Standard, Tenable One Enterprise, or Tenable Vulnerability Management*

Tenable Security Center Plus is a vulnerability management platform that builds off of the functionality in Tenable Security Center and includes cyber risk metrics found in Tenable Lumin for an additional layer of context for your assets and vulnerabilities. These metrics provide a more tailored approach to your vulnerability management program, all calculated on your Tenable Security Center Plus instance, so your data remains on-premises. Additionally, Tenable Security Center Plus can integrate with Tenable's Exposure Management platform, Tenable One, to increase the value of the insights provided by Security Center Plus.

More info: <https://www.tenable.com/products/tenable-sc>

## Tenable Security Center Director

- *On-Premise product*
- *Prerequisite: Tenable Security Center*

For customers with multiple Tenable Security Center consoles, Tenable Security Center Director is available as an add-on to Tenable Security Center or Tenable Security Center Plus. It provides enterprise customers with a unified view across their large and often dispersed network spanning multiple Tenable Security Center consoles. Tenable Security Center Director gives complete visibility and management of your instances so you can focus on vulnerability management and reduce overhead on administrative tasks.

- Single pane of glass to view and manage your network across all Tenable Security Center consoles
- Easily manage scans for each Tenable Security Center console from one central location
- Centralized network management to facilitate reporting and management of multiple consoles, scanners and assets
- Centralized reporting across multiple Tenable Security Center consoles to easily measure your cyber risk

More info: <https://www.tenable.com/data-sheets/tenable-sc-director-datasheet>

## Tenable OT Security

- *On-Premise product*
- *A companion license of Tenable Security Center or Tenable Security Center + is available*
- *Can be purchased as a stand-alone, or included as part of Tenable One Standard and Enterprise*
- *A hardware appliance is required to operate this software and is included in pricing*

Get in-depth operational technology (OT) asset visibility to better understand, manage and reduce your cyber risk. Tenable OT Security (formerly Tenable.ot) is an industrial security solution for your modern industrial enterprise. It can help you identify assets in your OT environment, communicate risk, prioritize action and enable your IT and OT security teams to work better together.

With a comprehensive set of security tools and reports, Tenable OT Security provides unmatched visibility across IT and OT security operations and delivers deep situational awareness across all global sites and their respective assets — from Windows servers to PLC backplanes — in a single interface.

Tenable OT Security protects industrial and critical infrastructure from cyber threats, malicious insiders and human error. From threat detection and mitigation to asset tracking, vulnerability management, configuration control and adaptive assessment checks, Tenable's industrial control systems (ICS) security capabilities maximize your operational environments visibility, security and control.

Tenable OT Security customers interested in a Tenable Security Center or Tenable Security Center+ companion license must always be sold as a subscription even if the customer is a perpetual customer. This option is available to end-users at no additional cost, to serve as a “command center” with robust RBAC controls and report templates.

Tenable OT Security pricing is licensed based on the number of assets, which is defined as any device detected by Tenable OT Security with an IP address. Removed assets are not counted and will only be counted if they are restored. Tenable OT Security license pricing may be offered on a subscription or perpetual/maintenance pricing regardless of pricing structure selected.

The Tenable OT Security software includes Tenable OT Security Virtual Core Appliance with a built-in sensor. The Tenable Security Center companion license is defaulted to be the same number of IPs as the number of OT assets. In some instances, you may need to increase the number of companion licenses for Tenable Security Center or Tenable Security Center+.

More info: <https://www.tenable.com/products/tenable-ot>

## Tenable Nessus Professional

- *On-Premise product*
- *Unlimited Nessus Scanners included with nearly all Tenable Enterprise Products*

### NESSUS IS #1 FOR VULNERABILITY ASSESSMENT

From the beginning, Tenable worked hand-in-hand with the security community. We continuously optimize Nessus based on community feedback to make it the most accurate and comprehensive vulnerability assessment solution in the market. Twenty-five years later and we're still laser focused on community collaboration and product innovation to provide the most accurate and complete vulnerability data - so you don't miss critical issues which could put your organization at risk. Today, Nessus is trusted by tens of thousands of organizations worldwide as one of the most widely deployed security technologies on the planet - and the gold standard for vulnerability assessment.

#1 in Accuracy: Nessus has the industry's lowest false positive rate with sixsigma accuracy (measured at .32 defects per 1 million scans).

#1 in Coverage: Nessus has the deepest and broadest coverage with more than 62,000 CVE and over 100 new plugins released weekly within 24 hours of vulnerability disclosure.

#1 in Adoption: Nessus is trusted by more than 30,000 organizations globally, including 2 million downloads. 50% of the Fortune 500 and more than 30% of the Global 2000 rely on Nessus technology.

Nessus® Professional automates point-in-time assessments to help quickly identify and fix vulnerabilities, including software flaws, missing patches, malware, and misconfigurations, across a variety of operating systems, devices and applications. Key product features include:

- Unlimited IT vulnerability assessments
- Configuration, compliance and security audits
- Use anywhere
- Configurable reports
- Community support
- Advanced support (available as an option)
- On-demand training (available as an option)

More info: <https://www.tenable.com/products/nessus>

## Tenable Nessus Expert

- *On-Premise product*
- *Unlimited Nessus Scanners included with nearly all Tenable Enterprise Products*

In addition to the product features stated above for Nessus Professional, Nessus Expert offers these additional features:

- Web application scans (5 FQDNs)
- Ability to add FQDNs
- External attack surface scans
- Ability to add domains
- Cloud infrastructure scans
- 500 prebuilt scanning policies

More info: <https://www.tenable.com/products/nessus>

## Nessus Agents

- *Unlimited scanners*
- *Can be either cloud-based within Tenable Vulnerability Management or on-premise with Tenable On-Prem Agent Manager*
- *Can be purchased separately, or included in Tenable Vulnerability Management, Tenable Security Center, Tenable Security Center+, Tenable One Standard, and Tenable One Enterprise*

Nessus Agents are lightweight programs installed locally on a host — a laptop, virtual system, desktop and/or server. Agents receive scanning instructions from a central Nessus Manager server, perform scans locally, and report vulnerability, compliance and system results back to the central server. Agents also enable large-scale concurrent scanning with little network impact.

More info: [https://www.tenable.com/products/nessus/nessus-faq#Nessus\\_Agents](https://www.tenable.com/products/nessus/nessus-faq#Nessus_Agents)

## Tenable Product Support Services

The Tenable Solution Adoption Framework, providing a flexible and scalable service model for successful delivery. This modular, five-step approach consists of services, education and support focusing on client adoption, outcomes and value. More info: <https://www.tenable.com/services>

## Implementation Programs

The Implement phase ensures rapid time-to-value with Tenable's solutions combining installation, migration and testing with our experienced Professional Services team and partners. Tenable's Quick Start service speeds up the time-to-value on your implementation to get you identifying and prioritizing vulnerabilities, actively managing risks and rapidly providing valuable insights.

Tenable's implementation programs are a one-time fee.

Scope of work documents for all implementation programs:

[https://static.tenable.com/prod\\_docs/tenable\\_slas.html](https://static.tenable.com/prod_docs/tenable_slas.html)

## Advisory Workshops (plan and design)

The Plan and Design phase begins with conducting strategic workshops to identify and map business initiatives to Tenable's risk-based solutions for ongoing maturity of your vulnerability management program. Through direct on-site or remote interaction with your team, Tenable gain an understanding of your security objectives and desired outcomes. Tenable currently offer the following two programs as part of the plan and design phase:

**Tenable One Design and Architecture Workshop:** With a Tenable One Design and Architecture Workshop from Tenable Professional Services, count on our industry experts to help you plan a path to success with your exposure management program. The Tenable One Exposure Management Platform combines broad exposure coverage with threat intelligence to help you anticipate likely attacks and proactively reduce your cyber risk. Through on-site interactions with your team, Tenable will identify your program goals and gain an understanding of your environment, including the full scope of IT assets, cloud resources, containers, web apps and identity platforms. From there, Tenable will call on their expertise and industry best practices to design a multi-phase roadmap that helps you achieve these goals, on your timeline, custom build for your organization.

**Advisory Workshop: Cyber Exposure:** With an Advisory Workshop from Tenable Professional Services, count on our industry experts to help you set a course for success with your cyber exposure planning program. As a component of your information security strategy, your cyber exposure planning program must increase visibility and reduce risk, providing overall assurance that your security controls are effective. Through on-site interaction with your team, Tenable will identify your program goals and gain an understanding of your environment. From there, we'll

call on our expertise and industry best practices to design a multi-phase roadmap that helps you achieve these goals, on your timeline, custom built for your organization.

## Tenable QuickStart Programs

Quick Start Onboard services accelerate configuration and integration to a fully operational capability of Tenable products. The service allows your organization to realize several key benefits of their software solutions in a short period of time. This Quick Start Service is designed to provide three (3) outcomes:

**Install and configure.** Tenable will work with you to install your Tenable product(s) and configure it based on requirements captured during the plan and design workshops.

**Implement best practices.** Experienced Tenable Engineers (“Engineer”) will implement and orient you to Tenable’s best practices for enterprise deployment.

**Validate operational capabilities.** Your Tenable product(s) will be tested end-to-end for scanning and other operational capabilities.

A single master deliverable document containing three parts (shown below) will be completed as part of the engagement:

Configuration document summarizing the configuration of Customer’s installation with descriptions for each configuration

Future recommendations

Links to appropriate documentation

The QuickStart implementation programs are determined by the size of your environment. The Deploy program is suited for smaller environments (500-10,000 assets). The Adopt program is for mid-size environment (10,000 – 50,000 assets); and the Optimize program is for large deployments (50,000+ assets). We have the following QuickStart implementation programs available:

Quick Start Onboard for Tenable Vulnerability Management (formerly Tenable.io)

Quick Start Deploy for Tenable Security Center (formerly Tenable.sc)

Quick Start Deploy for Tenable Vulnerability Management (formerly Tenable.io)

Quick Start Adopt for Tenable Security Center (formerly Tenable.sc)

Quick Start Adopt for Tenable Vulnerability Management (formerly Tenable.io)

Quick Start Optimize for Tenable Security Center (formerly Tenable.sc)

Quick Start Optimize for Tenable Vulnerability Management (formerly Tenable.io)

Quick Start Deploy for Tenable Identity Exposure (formerly Tenable.ad)

Quick Start Remote for Tenable Cloud Security (formerly Tenable.cs)

Quick Start for Tenable OT Security (formerly Tenable.ot)

Quick Start for Tenable Web App Scanning (formerly Tenable.io Web Application Scanning [WAS])

More info: [https://static.tenable.com/prod\\_docs/tenable\\_slas.html](https://static.tenable.com/prod_docs/tenable_slas.html)

## Health Checks

The Tenable® Health Check (“Services”) provides customers with guidance and direction in evaluating and ensuring the continued resilience and effectiveness of their Vulnerability Management capability. A Tenable Health Check examines your security program through an optimization lens to assess the current health of your environment and measure your vulnerability management initiatives.

Tenable will facilitate an assessment exercise to determine how the current capabilities meet the client’s current business requirements and determine areas of enhancement. This will be followed by reviewing the solution and applying recommended best practices from Tenable and the industry in order to perform as efficiently as possible.



With Tenable's Health Check Services offering, you can ensure that your security program is effective and continuously delivering on your security objectives and goals. *(Available for Tenable Vulnerability Management, Tenable Security Center, and Tenable OT Security)*

Scope of work documents for all implementation programs:

[https://static.tenable.com/prod\\_docs/tenable\\_slas.html](https://static.tenable.com/prod_docs/tenable_slas.html)

## Customized Professional Services

- *Example use cases: Data migration, custom integration, custom audit files, customized education courses*

Tenable Professional Services are essential in your journey from legacy vulnerability management to a risk-based vulnerability management program. Tenable combines 20 years of industry experience and knowledge from our leading Professional Services team and partners to create an engagement that is unique for your needs. Their team is prepared to work with you for custom integration services, custom audit files or other enhanced services.

A defined scope of work, as well as pricing (typically, hourly fees) is to be determined as-needed after a scoping call and would be offered under a contract agreement separate from a software purchase.

## Product Training Courses

Tenable provides an update to the training with every major release of the software. On-demand course topics range from asset management, vulnerability management, sensor deployment, web application scanning and cloud security.

Tenable's education framework is a tiered approach, with each tier building upon itself.

**Nessus Fundamentals Tier:** Premium on-demand video courses in Tenable University that offer about 2.5 hour instruction and establish a comprehensive foundation for effective use of Tenable's Nessus solution, and a knowledge retention exam. You can earn a digital badge and certificate of completion for completing these courses.

**Introduction Tier:** This no-cost program is available in Tenable University. Self-paced On-demand video courses offers a guided tour of technical concepts required to implement and operate Tenable products, using both through demonstrations and short-form video lectures. Available at no charge, Introduction courses are a recommended prerequisite for follow-on courses and are offered in Tenable University. *(Available for Tenable One, Tenable Vulnerability Management, Tenable OT Security, Tenable Cloud Security, Tenable Security Center, Tenable Identity Exposure, and Tenable Attack Surface Management)*

**Specialist Tier Certification Program\*:** Premium instructor-led courses focus on product deployment, configuration and operational usage. In addition to lectures, you can participate in a hands-on lab with exercises for practical application. These courses are recommended if you are seeking Specialist certification. You can also earn a certificate of attendance for completing these courses. *(Available for Tenable Vulnerability Management, Tenable OT Security, Tenable Security Center, Tenable Identity Exposure)*

**Expert Tier Certification Program\*:** Premium instructor-led courses build on Specialist instruction which are for practitioners seeking more in-depth product and best practices knowledge. In addition to lectures, you can participate in a hands-on lab with exercises for practical application. These courses are great preparation if you are seeking Expert certification. *(Available for Tenable Vulnerability Management and Tenable Security Center)*

\*Instructor-led courses can be done either virtually (2 day virtual classroom setting) or onsite for up to 16 participants at a time – both for an additional fee. If you chose to participate in one of our QuickStart implementation programs, at a minimum 1 seat of virtual training is included as part of that program.

More info: <https://www.tenable.com/education>

## Technical Support Programs

- *The Standard Support plan is included with the subscription or purchase of Tenable Nessus, upgrade option to Advanced Support is available for additional fee.*
- *Advanced support is included in all Enterprise product offerings  
Customers on the Advanced Support plan may also be upgraded to Premier Support or Elite Support plans for an additional fee.*

Tenable offers a 24x7x364 Follow-the-Sun support and service level.

In order to receive technical assistance from a Tenable Technical Support Engineer (TSE), a support plan is required for all Tenable software deployments. Customers that have licensed the software through subscriptions, or perpetual customers that have an active maintenance contract, will receive the applicable technical support services described below during the term of their respective agreements.

The Advanced Support plan is included with the subscription . Advanced Technical Support is available at no fee to our subscription customers using our enterprise products. Customers also have the option to upgrade to either Premiere or Elite Support plans for an additional fee.

Helpdesk inquiries are for general technical support in assistance with problem determination, isolation, verification, and resolution. Please note: our technical support team does not consult, code, or implement your product.

More info: <https://www.tenable.com/support/plans>

## APPROVED SRP LIST

Upon award, the State will publish the approved SRP list of in-scope offerings. The State will review the full product catalog and endeavor to remove all out-of-scope offerings. However, inadvertent inclusion of an out-of-scope product should not be considered an alteration of the contract's scope. If a mistake is found, Contractors and UGUs should notify the assigned OSP Procurement Manager immediately. Tenable may periodically submit SRP list updates for the State's consideration. The State reserves the right to add or remove any product or service at its discretion throughout the term of the contract.

## CONTRACTOR REQUIREMENTS & RESPONSIBILITIES

- The Contractor must be a Tenable Platinum Partner and be an authorized reseller of all in-scope Tenable products and services in good standing.
- The Contractor must notify the State in writing immediately of any changes between Tenable and Contractor that could adversely affect the Contractor's ability to comply with its contractual responsibilities or performance obligations.
- Contractor may be allowed remote access but Contractor must ensure that no UGU data leaves the continental United States.
- The Contractor must provide expert technical advice regarding Tenable's offerings and provide appropriately qualified technicians to perform all professional services offered under this contract as ordered by the State.
- The Contractor must provide products and services from Tenable as ordered by the State at a discount off the Suggested Retail Price meeting or exceeding the discount offered in its bid. All delivery charges must be included in the price for the product and must not be invoiced separately.
- Travel expenses may be reimbursed separately if appropriate in accordance with the "Travel Expenses" provision in Section VIIB if Tenable provides services at the UGU's site.

- Each calendar month of a UGU's use of a cloud service, the Contractor must verify uptime commitment was met and if not, on behalf of the UGU, seek payment of the applicable service credit to the UGU from Tenable.

#### **SEE BIDDING SCHEDULE**

See Bidding Schedule [03-3005-1]

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

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

#### **DELIVERY DATE -- 30 DAYS ARO (JAN 2006)**

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

#### **OPERATIONAL MANUALS (JAN 2006)**

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

#### **QUALITY -- NEW (JAN 2006)**

All items must be new. [03-3060-1]

#### **TECHNICAL SUPPORT -- INCLUDED (JAN 2006)**

Upon request, contractor shall provide technical assistance or service. Such service shall be available within agreed upon hours in Tenable's technical support plan following request. [03-3075-1]

#### **ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)**

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep.,

and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division  
Attn: Reports Manager  
1201 Main Street, Suite 600  
Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

*Failure to receive the information packet does not relieve contractor from its obligations hereunder.*

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.

[03-3090-3]

**ADMINISTRATIVE SERVICES FEE - CALCULATION - ITMO (JUN 2015)**

**For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent** of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract. [03-3095-1]

## 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]

### MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

**OFFSHORE CONTRACTING (JAN 2006)**

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

(a) What type of work is being contracted offshore? \_\_\_\_\_

(b) What percentage (%) of the total work is being contracted offshore? \_\_\_\_\_

(c) What percentage (%) of the total value of the contract is being contracted offshore?  
\_\_\_\_\_

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

[04-4020-1]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

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

### QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) 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.
- (b) List of failed projects, suspensions, debarments, and significant litigation.
- (c) A copy of their Certificate of Authority, Incorporation, or Existence issued by the South Carolina Secretary of State.
- (d) Provide a Letter of Authorization on Tenable's letterhead, referencing this solicitation number, certifying that the Contractor is
  - (1) an authorized Tenable Platinum Partner, and
  - (2) is able to supply the Tenable's line of products and services to the State of South Carolina.

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

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

**MUST be the manufacturer or an authorized reseller of Tenable. Authorization letter from Tenable MUST be included with offer to validate offeror as an authorized reseller. Failure to do so SHALL deem the offeror Non Responsible.**

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



## **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

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

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- BIDS (JAN 2006)**

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

### **AWARD TO MULTIPLE OFFERORS (MODIFIED)**

**At the State's discretion, award (s) MAY be made up to the top TWO (2) offerors.** See "Calculating the Low Bid" provision in Section VI.

### **CALCULATING THE LOW BID**

The bid with the lowest Weighted Total, as calculated in Attachment C, Weighted Bid Schedule, will be considered the low bid.

[06-6050-1]

### **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]

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

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

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

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

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

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

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

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

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)**

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

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

(b) The terms and conditions of documents

- (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any

invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

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

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

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

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

#### **DISPUTES (JAN 2006)**

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

#### **EFT INFORMATION (FEB 2021)**

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. 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. [07-7A027-1]

## **EQUAL OPPORTUNITY (JAN 2006)**

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

## **FALSE CLAIMS (JAN 2006)**

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

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

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

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

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

## **NOTICE (JAN 2006)**

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

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

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

## **PAYMENT and INTEREST (FEB 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]

## 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]



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

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

## **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (MODIFIED)**

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

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

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

## **CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (MODIFIED)**

[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, dispose of, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss of, unauthorized access to, 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 three million (\$3,000,000.00 dollars per occurrence and three million (\$3,000,000.00) dollars aggregate.

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

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

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

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

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

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

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

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

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

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

## **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

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

## **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

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

## **DEFAULT (JAN 2006)**

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

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

#### **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (MODIFIED)**

**Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless 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 directly from the performance of this Agreement that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the Contractor or its subcontractors, directors, officers, employees or authorized agents 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.

## INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

## INFORMATION SECURITY - DEFINITIONS (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

[07-7B104-1]

## INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **INFORMATION USE AND DISCLOSURE (FEB 2015)**

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

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

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

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

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

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

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

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

(h) *Actions Following Disclosure.* Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or

improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

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

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

To the extent applicable:

- (a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.
- (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.
- (c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.
- (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.
- (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

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

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

## **LIMITATION OF LIABILITY – STATEWIDE (MODIFIED)**

**(1) Contractor's liability for damages to any Using Governmental Unit shall not exceed 2 times the contract amount.**

**(2) The foregoing limitation shall apply to each Using Governmental Unit independently.**

(3) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.

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



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

(6) The Using Governmental Unit's liability for damages, if any, shall in no event exceed **2 times the contract amount**.

Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.

(7) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B118-1]

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

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

## **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

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

## **PRICE ADJUSTMENTS (JAN 2006)**

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

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

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

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

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

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

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

[07-7B160-1]

## **PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)**

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at **least ninety (90) days prior** to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

## **PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B170-1]

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

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

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

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

## **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]

### **SOFTWARE LICENSING AGREEMENTS FOR STATEWIDE TERM CONTRACTS (MODIFIED)**

(a) Definitions. As used in this paragraph, these terms are defined as follows: "Software" means any computer program identified by the solicitation. "Licensor" means an entity that owns the intellectual property rights for an item of Software or has the authority to license or sublicense the Software directly to the state. "Software licensing agreement" means any agreement, regardless of how designated, pertaining to the intellectual property rights for or the right to use any Software, including, but not limited to, any such agreement proposed prior to or after award, including without limitation any such agreement that either is affixed to (e.g., shrink-wrap), imbedded in (e.g., click-wrap), or in any way accompanies the Software upon delivery.

(b) Separate Agreement for License and Services. This contract will address all Work (excluding the right to use the Software) and all terms regarding pricing, payment, and delivery of all Software. An independent Software Licensing Agreement has already been entered between the state and each applicable Licensor for all Software identified herein. Pursuant to this contract, the state intends to pay contractor in order to acquire license rights from Licensor under terms governed by the applicable Software Licensing Agreement. **ACCORDINGLY, YOU MUST NOT SUBMIT ANY SOFTWARE LICENSING AGREEMENTS WITH YOUR OFFER.**

(c) Political Subdivisions. You agree not to fulfill an order or provide any software to a local public procurement unit (see "Statewide Term Contract" provision) unless and until you have first presented to the unit a copy of the *"Enrollment Agreement for South Carolina Public Entities"* attached as Exhibit D, for execution, and if signed, delivered a copy to the applicable Licensor.

### **CLOUD SERVICES AGREEMENT AS PREREQUISITE TO CONTRACT PERFORMANCE**

An OSP Procurement Manager approved Cloud Services Agreement must be in effect between the State and Tenable. (Manufacturer) at all times throughout the duration of the contract. The existence of a valid Cloud Services Agreement between the State and the Manufacturer is necessary for the State to acquire Cloud Services under this contract. Contractor should facilitate the exchange between the Manufacturer and the State as requested. If a mutually agreeable Cloud Services Agreement is not reached prior to the expiration of the existing Cloud Services Agreement, the Contractor must not accept orders for Cloud Services until an OSP Procurement Manager-approved Cloud Services Agreement is in place between and the State and the Manufacturer. If such agreement is not reached, the OSP Procurement Manager may elect to terminate the corresponding contract in whole or in part.

## **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 TERM CONTRACT (FEB 2021)**

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35- 310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35- 310(35). 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(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State shall be 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 shall 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 otherwise authorized in writing by the Chief Procurement Officer.

(c) Notwithstanding the "Purchase Orders" clause, a Using Governmental Unit may include additional contract terms in a purchase order if and to the extent necessary for the Using Governmental Unit (i) to comply with federal laws as are mandatorily applicable to an expenditure of federal assistance, grant, or contract funds, or (ii) to 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 involve an increase in pricing or materially alter the scope of work. 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. As used herein, "additional contract terms" means only those additional terms not otherwise expressly allowed by this contract.

(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 term contract; or (4) terminate the contractor's award of any other statewide term contract. [07-7B225-4]

## **STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)**

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is 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 acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

## **STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)**

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. [07-7B230-1]

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

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 years 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 1 year unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [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 (JAN 2006)**

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

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

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer:

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

(4) Compensation.

- (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

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

- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
- (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
- (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

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

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

## **TRAVEL EXPENSES**

The State may elect to reimburse Contractor for travel expenses actually incurred for services provided at the UGU's location in the administration of this contract as provided in this paragraph. Travel expenses include only lodging, food, and transportation expenses reasonably incurred and necessary for performance of the contract. Meal costs may not exceed twenty-five dollars per day in South Carolina and thirty-two dollars per day outside South Carolina. Reimbursement is contingent upon submittal of paid receipts on a monthly basis. Contractor will endeavor to minimize travel expenses and to use the most economical mode of transportation. Travel expenses exceeding five thousand dollars in one month must be pre-approved by the UGU. Reimbursements are allowed only in accordance with the travel regulations established for South Carolina State employees. See the [GSA Per Diem Rates](#) for more information.

## **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]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

**Submit a completed Attachment C** - Weighted Bid Schedule completed in excel format. Bidders must bid on all categories to be considered for award. Bidders must insert a single discount off the most recent Tenable list price for each identified discount category. These discounts will be used to determine the contract pricing for the duration of the contract term.

**Failure to do so shall deem the Offeror Non-Responsive**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	N/A	N/A		
<b>Product Catg.:</b> 25778 - Security Enhancement Equipment Cyber				
<b>Item Description:</b> Weighted Total				
<b>Internal Item Number:</b> 1				

## **IX. ATTACHMENTS TO SOLICITATION**

- Attachment A – Withholding Requirements for Payments to Nonresidents
- Attachment B – Purchase Order Attachment: Acceptance of Offers 10% Below Statewide Term Contract Price
- Attachment C – Weighted Bid Schedule
- Attachment D – Tenable’s Technical Support Plans



**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 South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: <https://dor.sc.gov>.

---

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at <https://dor.sc.gov>.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov>.

[09-9005-5]

**Purchase Order Attachment  
Acceptance of Offers 10% Below Statewide 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 <small>(full legal name of business entering this contract)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
AUTHORIZED SIGNATURE <small>(person authorized to enter binding contract on behalf of Alternate Vendor)</small>	TITLE <small>(business title of person signing)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	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(35), which is reprinted below.

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

Section 11-35-310(35) 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 (APR 2015) -----

[09-9020-2]

## **SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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

# OFFEROR'S CHECKLIST

## AVOID COMMON BID/PROPOSAL MISTAKES

---

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process! Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.

## **QUESTIONS FROM OFFEROR**

1. Can you please confirm that how many assets they are looking to have covered?

STATE'S ANSWER: The state does not guarantee how many. Please see the clause in section VIIB -

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]

2. Can a vendor be considered as a vendor/provider despite it being a Gold partner of Tenable and not a Platinum partner?

STATE'S ANSWER: Please see the clause in Section V –

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) 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. (b) List of failed projects, suspensions, debarments, and significant litigation. (c) A copy of their Certificate of Authority, Incorporation, or Existence issued by the South Carolina Secretary of State. (d) Provide a Letter of Authorization on Tenable's letterhead, referencing this solicitation number, certifying that the Contractor is (1) *an authorized Tenable Platinum Partner*, and (2) is able to supply the Tenable's line of products and services to the State of South Carolina.

3. Contractor can agree to this provision with regards to its own terms and conditions, but not on behalf of any EULA terms the OEM may have that govern the use of the product/software/or services. Can we add language to this provision to make this exclusive to Contractor documents and not the OEM's EULA terms?

STATE'S ANSWER: No, an MSA has been negotiated between the State and Tenable prior to posting Solicitation.

4. Contractor is a reseller of the products. Can we clarify that an OEM is not considered a subcontractor and that default has to be caused by Reseller or a subcontractor of the Reseller, and not the OEM – including any default under a direct agreement they hold with the State – in order for Reseller to be terminated for default and owe excess costs?

STATE'S ANSWER: No, the clause remains as written.

5. Contractor is reselling third party products and services under this opportunity and cannot indemnify for third party products it resells. Can the language “with the goods or services acquired hereunder” be removed for clarification?

STATE'S ANSWER: See clause has been modified.

6. As a reseller, the goods, software and services being resold are proprietary to the manufacturer responsible for them. Those manufacturers would agree to IP indemnity in their direct contract with the State. Can we change the language of this clause to reflect that the reseller would indemnify an infringement claim if it is Contractor IP – use of Contactor's system to place orders, etc?

STATE'S ANSWER: No, the clause remains as written.

7. Will the State mark this section as “RESERVED”? Contractor is not going to be obtaining or retaining government data in its role as a reseller.

STATE'S ANSWER: No, the clause remains as written.

8. Will the State mark this section as “RESERVED”? Contractor is not going to be obtaining or retaining government data in its role as a reseller.

STATE’S ANSWER: No, the clause remains as written.

9. Will the state remove Section(s) 4 (e)(iii)(iv)(v) as carveouts to the Limitation of Liability for the reasoning listed above?

STATE’S ANSWER: No, the clause remains as written.

10. Will the State remove, “...and of the most suitable grade for the purpose intended”? Contractor is a reseller, and cannot warrant on behalf of third party product it resells.

STATE’S ANSWER: No, the clause remains as written.

11. Can the State please mark subsection a “RESERVED”? The States use of products and services resold will be governed by a EULA provided by the manufacturer/service provider. As a reseller, we cannot agree end user terms would not apply on behalf of a manufacturer/service provider.

STATE’S ANSWER: No, the clause remains as written.

12. Contractor can forward all warranties it receives from the OEM to the State, but cannot agree that the OEM will honor the warranty on behalf of the OEM. Can we remove this language for clarity?

STATE’S ANSWER: No, the clause remains as written.

# Exhibit F

RFx Number	5400026532									
	EITS - ENTERPRISE IT SOLUTIONS LLC		SHI INTERNATIONAL CORP		PRESIDIO NETWORKED SOLUTIONS LLC		ACCESS IT GROUP INC		OPTIV SECURITY INC	
	5500091905		5500091921		5500091878		5500091942		5500091866	
Header Data										
Status	Submitted		Submitted		Submitted		Submitted		Submitted	
Version Number	4	4	4	4	4	4	4	4	4	4
Net value	0 USD		0 USD		0 USD		0 USD		0 USD	
Currency	USD		USD		USD		USD		USD	
2. The offer is in accordance with the terms and conditions of this solicitation.	Yes, I am in accordance with the terms and conditions.		Yes, I am in accordance with the terms and conditions.		Yes, I am in accordance with the terms and conditions.		Yes, I am in accordance with the terms and conditions.		Yes, I am in accordance with the terms and conditions.	
The bidder has read and understands all Amendments.	Yes		Yes		Yes		Yes		Yes	
Are you entering a bid for this line item?	Yes		Yes		Yes		Yes		Yes	
1. The Submitter has read and understands the terms and conditions of this solicitation.	Yes. I have read and understand the terms and conditions.		Yes. I have read and understand the terms and conditions.		Yes. I have read and understand the terms and conditions.		Yes. I have read and understand the terms and conditions.		Yes. I have read and understand the terms and conditions.	
Weighted Total										
Net price	1	0.00 USD	0.00 USD	0.00 USD	0.00 USD	0.00 USD	0.00 USD	0.00 USD	0.00 USD	0.00 USD
Unit of Measurement										
Price Unit	1		1		1		1		1	
Product ID										
Quantity	0		0		0		0		0	
Net value	0.00 USD		0.00 USD		0.00 USD		0.00 USD		0.00 USD	



## TENABLE PRODUCTS & SERVICES

### Weighted Bid Schedule for Solicitation # 5400026532

**Instructions:** Enter your best discount off the Tenable MSRP list price for each category. The volumes listed are for evaluation only and should not be construed as actual or projected expected sales. The discounts entered on this bidding schedule are binding for the duration of the contract term. This completed spreadsheet must be submitted with your bid.

**SHI - Awarded**

<b>Tenable Products &amp; Services</b>					
Description	Bidder's Discount	FOR EVALUATION PURPOSES ONLY ↓	Weight	Weighted Amount	
Tenable One	15.00%			25.00	21.25
Tenable.sc Family - Perpetual - New	19.00%			20.00	16.20
Tenable.sc Family - Perpetual - Upgrade	18.50%			10.00	8.15
Tenable.sc Family - Perpetual - Maintenance	19.00%			20.00	16.20
Tenable.sc Family - Subscriptions	19.00%			20.00	16.20
Tenable Nessus Family - On-Premise - New	18.50%			15.00	12.23
Tenable Nessus Family - On-Premise - Upgrade	18.50%			10.00	8.15
Tenable Nessus Family - On-Premise - Maintenance	19.00%			20.00	16.20
Tenable Nessus Family - Subscriptions	18.50%			15.00	12.23
Tenable OT Security	18.50%			10.00	8.15
Tenable Support Services	5.00%			20.00	19.00
Tenable Professional Services	5.00%			10.00	9.50
Tenable Training Courses	5.00%			5.00	4.75

**Offeror's  
Weighted  
Total  
(For  
Evaluation  
Only)**

168.20
--------

## TENABLE PRODUCTS & SERVICES

### Weighted Bid Schedule for Solicitation # 5400026532

**Instructions:** Enter your best discount off the Tenable MSRP list price for each category. The volumes listed are for evaluation only and should not be construed as actual or projected expected sales. The discounts entered on this bidding schedule are binding for the duration of the contract term. This completed spreadsheet must be submitted with your bid.

**EITS (weights altered)**

<b>Tenable Products &amp; Services</b>					
Description	Bidder's Discount	FOR EVALUATION PURPOSES ONLY ↓	Weight	Weighted Amount	
Tenable One	26.00%			15.00	11.10
Tenable.sc Family - Perpetual - New	27.50%			15.00	10.88
Tenable.sc Family - Perpetual - Upgrade	14.50%			10.00	8.55
Tenable.sc Family - Perpetual - Maintenance	14.50%			30.00	25.65
Tenable.sc Family - Subscriptions	27.50%			15.00	10.88
Tenable Nessus Family - On-Premise - New	14.50%			15.00	12.83
Tenable Nessus Family - On-Premise - Upgrade	14.50%			10.00	8.55
Tenable Nessus Family - On-Premise - Maintenance	14.50%			30.00	25.65
Tenable Nessus Family - Subscriptions	14.50%			15.00	12.83
Tenable OT Security	30.50%			10.00	6.95
Tenable Support Services	5.50%			20.00	18.90
Tenable Professional Services	7.50%			10.00	9.25
Tenable Training Courses	5.00%			5.00	4.75

**Offeror's  
Weighted  
Total  
(For  
Evaluation  
Only)**

<b>166.75</b>
---------------

## TENABLE PRODUCTS & SERVICES

### Weighted Bid Schedule for Solicitation # 5400026532

**Instructions:** Enter your best discount off the Tenable MSRP list price for each category. The volumes listed are for evaluation only and should not be construed as actual or projected expected sales. The discounts entered on this bidding schedule are binding for the duration of the contract term. This completed spreadsheet must be submitted with your bid.

OPTIV SECURITY INC

Tenable Products & Services					
Description	Bidder's Discount	FOR EVALUATION PURPOSES ONLY ↓	Weight	Weighted Amount	
Tenable One	4.00%			25.00	24.00
Tenable.sc Family - Perpetual - New	4.00%			20.00	19.20
Tenable.sc Family - Perpetual - Upgrade	4.00%			10.00	9.60
Tenable.sc Family - Perpetual - Maintenance	4.00%			20.00	19.20
Tenable.sc Family - Subscriptions	4.00%			20.00	19.20
Tenable Nessus Family - On-Premise - New	4.00%			15.00	14.40
Tenable Nessus Family - On-Premise - Upgrade	4.00%			10.00	9.60
Tenable Nessus Family - On-Premise - Maintenance	4.00%			20.00	19.20
Tenable Nessus Family - Subscriptions	4.00%			15.00	14.40
Tenable OT Security	4.00%			10.00	9.60
Tenable Support Services	4.00%			20.00	19.20
Tenable Professional Services	4.00%			10.00	9.60
Tenable Training Courses	4.00%			5.00	4.80

**Offeror's  
Weighted  
Total  
(For  
Evaluation  
Only)**

192.00
--------

## TENABLE PRODUCTS & SERVICES

### Weighted Bid Schedule for Solicitation # 5400026532

**Instructions:** Enter your best discount off the Tenable MSRP list price for each category. The volumes listed are for evaluation only and should not be construed as actual or projected expected sales. The discounts entered on this bidding schedule are binding for the duration of the contract term. This completed spreadsheet must be submitted with your bid.

**PRESIDO - Awarded**

Tenable Products & Services					
Description	Bidder's Discount	FOR EVALUATION PURPOSES ONLY ↓	Weight	Weighted Amount	
Tenable One	19.00%			25.00	20.25
Tenable.sc Family - Perpetual - New	19.00%			20.00	16.20
Tenable.sc Family - Perpetual - Upgrade	15.00%			10.00	8.50
Tenable.sc Family - Perpetual - Maintenance	15.00%			20.00	17.00
Tenable.sc Family - Subscriptions	19.00%			20.00	16.20
Tenable Nessus Family - On-Premise - New	15.00%			15.00	12.75
Tenable Nessus Family - On-Premise - Upgrade	15.00%			10.00	8.50
Tenable Nessus Family - On-Premise - Maintenance	10.00%			20.00	18.00
Tenable Nessus Family - Subscriptions	15.00%			15.00	12.75
Tenable OT Security	19.00%			10.00	8.10
Tenable Support Services	5.00%			20.00	19.00
Tenable Professional Services	5.00%			10.00	9.50
Tenable Training Courses	5.00%			5.00	4.75

**Offeror's  
Weighted  
Total  
(For  
Evaluation  
Only)**

<b>171.50</b>
---------------

STATE OF SOUTH CAROLINA  
SFAA, DIV. OF PROCUREMENT SERVICES  
1201 MAIN STREET, SUITE 600  
COLUMBIA SC 29201

**Intent to Award**

Posting Date: May 17, 2024

**Solicitation: 5400026532**

**Description: STC-TENABLE PRODUCTS AND SERVICES**

**Agency: Statewide Term Contract**

The State intends to award contract(s) noted below. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b), or the award is otherwise suspended or canceled, this document becomes the final Statement of Award effective **May 30, 2024**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

**CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.**

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

**PROTEST - CPO ADDRESS - ITMO:** Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

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

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**Contract Number: 4400034650**

**Awarded To:** SHI INTERNATIONAL CORP (7000339906)  
 PO Box 952121  
 DALLAS TX 75395

**Total Potential Value:** \$ 3,000,000.00

**Maximum Contract Period:** July 05, 2024 through July 04, 2029

Tenable Products & Services				
Description	Bidder's Discount	FOR EVALUATION PURPOSES ONLY ↓	Weight	Weighted Amount
Tenable One	15.00%		25.00	21.25
Tenable.sc Family - Perpetual - New	19.00%		20.00	16.20
Tenable.sc Family - Perpetual - Upgrade	18.50%		10.00	8.15
Tenable.sc Family - Perpetual - Maintenance	19.00%		20.00	16.20
Tenable.sc Family - Subscriptions	19.00%		20.00	16.20
Tenable Nessus Family - On-Premise - New	18.50%		15.00	12.23
Tenable Nessus Family - On-Premise - Upgrade	18.50%		10.00	8.15
Tenable Nessus Family - On-Premise - Maintenance	19.00%		20.00	16.20
Tenable Nessus Family - Subscriptions	18.50%		15.00	12.23
Tenable OT Security	18.50%		10.00	8.15
Tenable Support Services	5.00%		20.00	19.00
Tenable Professional Services	5.00%		10.00	9.50
Tenable Training Courses	5.00%		5.00	4.75

**Contract Number: 4400034666**

**Awarded To:** PRESIDIO NETWORKED SOLUTIONS LLC (7000175727)  
 ONE PENN PLAZA  
 SUITE 2501  
 NEW YARK, NY 10119

**Total Potential Value:** \$ 3,000,000.00

**Maximum Contract Period:** July 05, 2024 through July 04, 2029

<b>Tenable Products &amp; Services</b>				
<b>Description</b>	<b>Bidder's Discount</b>	<b>FOR EVALUATION PURPOSES ONLY ↓</b>	<b>Weight</b>	<b>Weighted Amount</b>
Tenable One	19.00%		25.00	20.25
Tenable.sc Family - Perpetual - New	19.00%		20.00	16.20
Tenable.sc Family - Perpetual - Upgrade	15.00%		10.00	8.50
Tenable.sc Family - Perpetual - Maintenance	15.00%		20.00	17.00
Tenable.sc Family - Subscriptions	19.00%		20.00	16.20
Tenable Nessus Family - On-Premise - New	15.00%		15.00	12.75
Tenable Nessus Family - On-Premise - Upgrade	15.00%		10.00	8.50
Tenable Nessus Family - On-Premise - Maintenance	10.00%		20.00	18.00
Tenable Nessus Family - Subscriptions	15.00%		15.00	12.75
Tenable OT Security	19.00%		10.00	8.10
Tenable Support Services	5.00%		20.00	19.00
Tenable Professional Services	5.00%		10.00	9.50
Tenable Training Courses	5.00%		5.00	4.75

**Procurement Officer**  
 LILLANEA BOUKNIGHT