



Piedmont Technical College
 Materials Management Office
 PO Box 1467
 Greenwood, SC 29648
 Telephone: (864) 941-8314

Invitation for Bid

THIS IS NOT AN ORDER

Quotations must be received No Later Than 2:00 pm March 14, 2013	Send quotation to the above address Attention of Kevin Wells	Quotation Number: PTC-253	Date: 2/21/13
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Print Company Name and Address

If the product preference is applicable follow these instructions:

Check (X) on the appropriate line: SC End Product _____ US End Product _____ and indicate by asterisk (*) next to the item number on the bid schedule for which the preference applies.

NON-RESIDENT VENDORS ONLY: Yes _____ No _____ **we** have read and applied for (or already have) a non-resident taxpayer affidavit (I-312).

RESIDENT VENDOR PREFERENCE: Yes _____ No _____ SC Resident Vendor Preference as defined in Section 11-35-1524 of the SC Consolidated Procurement Code.

S.C. Address: _____

Federal I.D. or Social Security No. _____ SC Minority Certification Number (If Applicable) _____

Submitted by (Print Name) _____ Signature _____ Telephone _____

Item no.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total Price
1	1	Office 365 Implementation and Integration. (Price must include all costs!)		

	*	Bid must be signed to be accepted!		
	*	Bid Packages can be sent to: Piedmont Technical College Attn: Kevin Wells 620 N Emerald Rd Greenwood, SC 29646 (If sent FedEx, UPS, etc.)		

TOTAL BID AMOUNT
\$ _____

Office 365 Implementation and Integration.

Project Objectives and Scope Objectives

The objective of this engagement is for VENDOR to assist PTC in the envisioning, planning, development, and deployment of Forefront Identity Manager 2010 R2 as the basis of PTC's IDM Solution Architecture. Through PTC's analysis and assessment of the current environment, the following "pain-point" items have been identified as current issues or problems that PTC expects to either resolve, or reduce the impact of through the implementation of the IDM solution architecture.

ID	Description	Priority
1	Lack of Enterprise-wide Identity solution at PTC. Identities are represented in multiple systems such as Active Directory, and Oracle Banner. Users are burdened with maintaining multiple identities for getting access to services provided by PTC.	High
2	PTC administrators are burdened with managing 2 systems for user identities. No automated provisioning for future Office 365 platform	High
3	User provisioning across identity systems is manual and there is limited automation in user provisioning and management.	High

The objective of this engagement is for VENDOR to assist PTC with the envisioning, planning, development, stabilization, and deployment of the initial baseline IDM solution.

As stated in the introduction section of this SOW, the final and complete IDM solution will be deployed through an initial infrastructure and architecture deployment, followed by iterative management agent connector development and business rule refinement to extend the IDM environment management and control to more identity stores and applications within the PTC enterprise, including Office 365 through the deployment of MS DirSync.

Areas within Scope

VENDOR will provide the following services:

The initial baseline IDM solution architecture will be focused on the following primary objectives which are aligned to the PTC's "pain-point" items outlined above:

FIM 2010 R2 Envisioning and Planning

As PTC has conducted several iterations of envisioning to this point, VENDOR will assist PTC with consolidating and reviewing all documented requirements. This will be conducted in a condensed envisioning phase which will move quickly into detailed planning. It is estimated that the envisioning and planning phases will be conducted over 2 weeks.

- Consolidate and assess PTC IDM requirements
 - Conduct a series of up to 3 requirements workshops during a 1 week period
 - Conduct a gap analysis for existing requirements to determine if additional requirements are needed
 - Develop conceptual architecture based on requirements gathered from the vision and scope phase
 - Review integration approach for the following connected data sources:
 - PTC's Active Directory Forest
 - Banner [Oracle Database]
 - Office 365
 - Define and Document User and Group Identity Policies
 - Authoritative Identity Sources (i.e. Banner)
 - Management of Staff/Faculty, Students, and Parents/Guardians identities
 - User/Group Attribute Mapping
 - Automatic and Administrative User Provisioning / Deprovisioning Policies
 - Role-Based Access Control (RBAC)
 - Define standard roles for security access control
 - Define rule definition for role provisioning
 - Define and Document Security and Event Auditing and Reporting Process in FIM 2010 R2
 - Define auditing process for all event/object changes in FIM 2010 R2
 - Define reporting process for reporting audited events in FIM 2010 R2
 - Define standard report types and report access
- Design and Document FIM 2010 R2 Architecture
 - FIM 2010 R2 Server Design
 - Server sizing, roles, and placement
 - FIM 2010 R2 Synchronization Services
 - FIM 2010 R2 Portal Services
 - SQL Server for FIM 2010 R2 Data Storage
 - Management Agent definition and specification for FIM 2010 R2

- Banner (Oracle Management Agent)
- The Oracle 64-bit client is required. FIM does not support the Oracle 32-bit client.
- PTC's Active Directory Forest (Active Directory Management Agent)
- Office 365 (DirSync server)
- DirSync x64 [FIM Appliance]
- Document FIM 2010 R2 Design Document

FIM 2010 R2 Build

Deploy FIM 2010 R2 in a development/test environment and conduct detailed FIM 2010 R2 service and Management Agent configuration and development. Once the FIM 2010 R2 environment is fully developed in the development environment, the FIM 2010 R2 solution will be tested based on PTC's existing identity sources. It is estimated that the Development phase will be conducted over 8 weeks.

- Deploy FIM 2010 R2 Development and Production Environment
 - Deploy and configure FIM 2010 R2 Architecture in a Development and Test environment, based on the FIM 2010 R2 Architectural Design Document
 - Develop Management Agents in Development Environment
- Active Directory Management Agent (PTC's Active Directory Forest)
- Oracle Management Agent (Banner)
- Office 365 Provisioning (DirSync Server)
- Develop object joining, provisioning, and deprovisioning policies for Staff/Faculty, Students, and Parents/Guardians.
 - Create required Synchronization Rules
 - Create required Workflows
 - Create required Management Policy Rules
 - Create required Sets.
- Develop a Password Synchronization Processes via Microsoft Active Directory Federation Services 2.0
- Develop audit reporting capabilities and reports
- Document detailed functional specification and build document of developed FIM 2010 R2 environment
- Conduct functional unit testing

FIM 2010 R2 Stabilization

Deploy the fully developed FIM 2010 R2 Solution Architecture into the production environment. Establish Management Agent connectors as developed to production connected systems or parts of system, populate the FIM 2010 R2 connector space, and conduct functional testing. The scope of the testing and validation will be based on the defined and approved scenarios from the development phase. It is estimated that the Stabilization phase will be conducted over 8 weeks.

- Deploy FIM 2010 R2 Solution Architecture based on FIM 2010 R2 Functional Specification in Production Environment
 - Deploy and configure production SQL Services
 - Deploy and configure FIM 2010 R2 Services
- FIM 2010 R2 Synchronization Service
 - Refine Management Agent configuration and corresponding code from the Build Phase
 - Populate the FIM 2010 R2 connector space from Management Agent connectors

- Implement auditing and reporting
- Conduct functional testing
- Stabilize environment, and refine any development or bugs

FIM 2010 R2 Deployment

Enable fully developed Management Agents and provisioning rule in the production FIM 2010 R2 environment. It is estimated that the Deployment phase will be conducted over 4 weeks.

- Fully implement all Management Agents
- Implement all joining/provisioning rules
- Conduct functional testing
- Conduct final acceptance testing against PTC
- Provide 2 weeks of post-deployment operational support and knowledge transfer

FIM 2010 R2 Baseline Solution Architecture Alignment to PTC “Pain Points”

The following table outlines PTC’s “Pain-Points” and whether they will be addressed or resolved during the baseline FIM 2010 R2 Solution Architecture Deployment, or during an iterative development and deployment phase following the baseline solution deployment.

ID	Description	Addressed in Scope	Alignment
1	Lack of Enterprise-wide Identity solution at PTC. Identities are represented in multiple systems: Banner and Active Directory. Users are burdened with maintaining multiple identities for getting access to services provided by PTC.	YES	The Baseline FIM 2010 R2 Solution Architecture will function to “Join” and synchronize the identities in these system to provide a single identity management solution.
2	PTC administrators are burdened with managing 3 systems for user identities.	YES	The Baseline FIM 2010 R2 solution will synchronize all identities between Banner and Active Directory.PTC
3	User provisioning across identity systems is manual and there is limited automation in user provisioning and management.	YES	The Baseline FIM 2010 R2 Solution will provide greater degree automation in identity management and provisioning between systems reducing if not eliminating the number of manual intervention points.
4	Lack of automatic provisioning to Office 365 platform	YES	The DirSync application will provision identities automatically from Active Directory to Office 365.

Phase II: Microsoft DirSync Deployment + ADFS

Directory Synchronization

VENDOR will deploy and configure the Microsoft Directory Synchronization tool which provides a method to synchronize a single Active Directory Forest with the Microsoft Online Services platform. This tool runs on-premise at PTC's office and/or datacenter, operates as a

service under a defined service account and must reside on a non-Domain Controlling Windows 2003 (or greater) member server. This service is persistent and will remain in production through the life of the organization and serves to replicate basic changes made in AD to objects in Exchange Online. AD objects synced are: users, distribution lists, and mail-enabled security groups. It should be noted that user passwords are not synced. PTC will be required to provide an adequate environment for the DirSync Service to reside. PTC is expected to be involved prior to this effort to insure Active Directory information is accurate and validated. These activities may include, but aren't limited to data entry, data validation, meetings, conference calls, and a variety of other administrative or technical remediation. Criteria for a successful implementation of Directory Synchronization are outlined in Appendix B.

Once user identities are provisioned via FIM from Oracle Banner into Active Directory, Microsoft DirSync will provision identities in the Office 365 for EDU platform and allow PTC to manage the Office 365 environment primarily through Active Directory.

Provision Active Directory Federation Services

ADFS will enable users to access their Office 365 accounts from their workstations from inside or outside the PTC network using their Active Directory credentials. This eliminates the need to manage password in two environments.

The following outlines how ADFS 2.0 works in different scenarios:

Work computer on a corporate network: When users are at work and signed in to the corporate network, single sign-on enables them to access the services in Office 365 without signing in again.

Work computer, roaming: Users who are logged on to domain-joined computers with their corporate credentials, but who are not connected to the corporate network (for example, a work computer at home or at a hotel), can access the services in Office 365.

Home or public computer: When the user is using a computer that is not joined to the corporate domain, the user must sign in with their corporate credentials to access the services in Office 365.

Smart phone: On a smart phone, to access the services in Office 365 such as Microsoft Exchange Online using Microsoft Exchange ActiveSync, the user must sign in with their corporate credentials.

Outlook 2007 with Service Pack 2 or email clients that are not part of Office: The user must sign in with their corporate credentials to access their Office 365 email if they are using Microsoft Office Outlook 2007 with Service Pack 2 or an email client that is not part of Office, for example IMAP or POP client.

Preparation and Staging of Environment

VENDOR will conduct the elements of discovery necessary for a successful Active Directory Federation Services installation during the Planning & Discovery phase of the project. Additional discovery and/or documentation may also be conducted throughout the project when deemed necessary/appropriate by VENDOR and without any additional cost to PTC.

ADFS Installation

VENDOR will install and configure ADFS on four (4) servers for PTC. Prior to VENDOR's installation of ADFS PTC will need to provision four servers with Windows Server 2008 R2 Standard or Enterprise installed—these servers can be virtualized. Two of the servers must contain an IP address that is part of the Local Network, while the other two proxy servers must

contain an IP on the DMZ (perimeter network). The two proxy servers must not be joined to domain, but they must communicate with the primary ADFS servers over port 443 (HTTPS). When implementing ADFS it is essential to use at least four servers in order to be properly load balanced—the two primary ADFS servers must be load balanced in the Local Network, while both proxy servers must be load balanced in the DMZ.

Test and validate Active Directory Federation

It is essential for VENDOR to test this federation with Office 365 since users will access their mail via ADFS. VENDOR Systems will test and validate federation from within and from outside of the PTC network to Office 365. PTC will need to provide VENDOR with unrestricted access to the Office 365 Administrator console with Global administrator rights.

Criteria for a successful implementation of ADFS are outlined in Appendix B.

VENDOR will focus on the deployment of ADFS and the baseline IDM solution with PTC as the primary outcome of this engagement while keeping in mind future integration with Office 365 for EDU. The initial baseline IDM solution architecture will be designed to accommodate future connected systems with minimal or no impact to the baseline architecture.

Knowledge Transfer

VENDOR will provide informal knowledge transfer throughout the duration of this engagement to PTC representatives. VENDOR defines informal knowledge transfer as PTC representatives working side-by-side with VENDOR Consultants. It is estimated that the Knowledge Transfer phase will be conducted over 2 weeks.

Areas Out of Scope

Any area that is not explicitly listed in section “Areas within Scope” is out of scope for this engagement. The areas that are out of scope for this engagement include, but are not limited to, the following:

- End-User coordination or communication
- Deployment or configuration of Server hardware up to the Operating System level
- Management of any PTC full-time employee resources or contractor resources
- Integration of systems not specified within the “In Scope” section of this document.
- Data clean-up or reconciliation of identities within various connected data sources.
- Population of immutable id into all connected data sources.
- Management of identities not stated within the “In Scope” section of this document.
- All FIM 2010 R2 Workflow will be developed with “Out of the box” functionality, and will not be custom coded
- Management of any 3rd party vendors
- The Deployment of the FIM 2010 R2 SharePoint Portal is expressly out of scope.

Project Approach, Timeline and Service Deliverables

Approach

We will leverage the Microsoft Solutions Framework (MSF) to execute this SOW. MSF represents an industry-proven solution development approach providing well-defined phases that address development of requirements, architectural design, detailed software design, software

development, system testing, and managed release cycles. MSF organizes the solution approach into five distinct phases during the project lifecycle.

- Envision: Envisioning involves creating a business vision and defining the scope of work necessary to bring the vision to reality (e.g., business case justification, business studies, etc.)
 - Plan: Planning continues through the development of detailed functional requirements, system and application architectures, the user interface prototype, and a detailed project plan for the remainder of the project
 - Build: The Build phase begins with the first iteration of development and culminates with the “functionality complete” milestone (or Beta release)
 - Stabilize: The Stabilization phase involves testing and acceptance
-
- Deploy: The Deployment phase includes deployment of the core technology and site components, transitioning of the project to operations and support, and obtaining final Customer approval of the project
 - Support: VENDOR will support and provide maintenance for the FIM infrastructure
- For more detailed information about the MSF deployment methodology, download and review the detailed MSF whitepapers at:

<http://www.microsoft.com/download/en/details.aspx?displaylang=en&id=13870>

Figure 1: MSF Governance model offers a flexible and dynamic implementation methodology

Envision and Plan Phase

PTC and VENDOR have conducted several iterations of envisioning and requirements gathering for vision and scope, and requirements for the FIM 2010 R2 IDM Solution Architecture. As a result of the prior discovery completed by PTC and VENDOR, the Envision and Plan phase will be collapsed together in this approach. An initial assessment of requirements will be performed, and a gap analysis conducted to determine if there are any requirements that are missing or any requirements that require additional information of decision. It is estimated that the Envision and Plan phase will be conducted over 2 weeks.

VENDOR expects that appropriate PTC resources will be available, and participate at VENDOR’s direction.

Key VENDOR Activities

- Facilitate Project Kick-off
- Facilitate up to 3 workshops over the course of 1 week to review the Vision & Scope, IDM detailed requirements currently requested by PTC, and perform a gap analysis on the requirements
- Document Requirements Assessment and Requirements Gap Analysis
- Review Final Requirements, Gap Analysis, and Vision & Scope with Project Team
- Obtain requirements or decisions from Gap Analysis from PTC
- Facilitate weekly project status meetings
- Assist PTC with defining and documenting necessary user, group, and security policies
 - User Security Policies (Password Policies, etc.)
 - Identity Lifecycle Policies
- When/how users are provisioned
- When/how users are deprovisioned
 - Define Role-Based Access Policies
- Define standard roles and groups for security access control

- Define rule definition for role provisioning / deprovisioning
 - User and group management policies
 - Naming conventions
 - Administrative control and access
 - Define and document security and event auditing and reporting process for event information contained within FIM 2010 R2
 - Define auditing process for all event/object changes in FIM 2010 R2
 - Define reporting process for reporting audited events in FIM 2010 R2
 - Define standard report types and determine report access
 - Assist PTC in creation of a Master Project Plan
 - Design and document FIM 2010 R2 Architecture
 - Design FIM 2010 R2 physical server architecture
 - Server sizing, roles, and placement
- FIM 2010 R2 Synchronization Services
 SQL Server for FIM 2010 R2 Data Storage
- Design FIM 2010 R2 logical service architecture
 - Management Agent Connectors

- User/Group attribute mapping and authoritative sources
- Object and attribute flow
- Synchronization, Joining, and Projection rules and schedules
 - Document FIM 2010 R2 Architectural Design Document

Key PTC Activities

- Attend Project Kick-off
- Participate in up to 3 workshops over the course of 1 week to review the Vision & Scope, IDM detailed requirements currently requested by PTC, and perform a gap analysis on the requirements
- Provide all documented requirements
- Provide PTC personnel knowledgeable in current systems and requirements as requested
- Review Final Requirements, Gap Analysis and Vision & Scope with VENDOR
- Provide requirements or decisions based on Gap Analysis
- Participate weekly project status meetings
- Facilitate the defining and documenting of necessary user, group, and security policies
 - User Security Policies (Password Policies, etc.)
 - Identity Lifecycle Policies
- When/how users are provisioned
- When/how users are deprovisioned
 - Define Role-Based Access Policies
- Define standard roles and groups for security access control
- Define rule definition for role provisioning / deprovisioning
 - User and group management policies
- Naming conventions
- Administrative control and access
- Participate in FIM 2010 R2 Architecture Design
- Provision Development environment servers at VENDOR's direction
- Review and approve FIM 2010 R2 Architectural Design Document

Build Phase

During the Build Phase, VENDOR will deploy the approved FIM 2010 R2 Architectural Design in the development environment and conduct the necessary configuration and development of the FIM 2010 R2 services and Management Agents. The requirements for the FIM 2010 R2 IDM solution will be unit tested to validate functionality, and the customer will perform testing with VENDOR's assistance. The final detailed functional specification and build processes of the environment will be documented. This functional specification and build document will be used to deploy and configure the production environment during the Stabilization and Deploy phases. This phase is estimated to be conducted over 8 weeks.

VENDOR expects that appropriate PTC resources will be available, and participate at VENDOR's direction.

Key VENDOR Activities

- Deploy FIM 2010 R2 Development and Test Environment
 - Deploy and configure FIM 2010 R2 Architecture in a Development and Test environment, based on the FIM 2010 R2 Architectural Design Document
- Conduct FIM 2010 R2 Solution Development
 - Develop Management Agents in Development Environment
- Active Directory Management Agent
 - Developed against a Lab-based Active Directory environment mirrored from the Production Active Directory
- Oracle Management Agent
 - Developed against a Lab-based Banner environment mirrored from the Production Banner environment.
- Develop object joining, provisioning, and deprovisioning rules
 - Develop Password Synchronization Processes via ADFS 2.0
- Casting of passwords from Banner to Active Directory
 - Design of FIM 2010 R2 resource sets. Develop audit reporting capabilities and reports
 - Document detailed functional specification and build document of developed FIM 2010 R2 environment
 - Conduct functional unit testing
 - Participate in acceptance testing

Key PTC Activities

- Participate in FIM 2010 R2 Development and Test Environment Deployment
 - Assist VENDOR in the FIM 2010 R2 development and test environment deployment
 - Provide necessary network or environment dependencies (user accounts, storage configuration, network access, firewall rules, etc.) in a timely fashion
- Participate in FIM 2010 R2 Solution Development
 - Provide access to defined connected systems for Management Agents
 - Gain knowledge transfer in FIM 2010 R2 development and deployment
 - Participate in functional unit testing
 - Define development user acceptance testing scenarios and success criteria
 - Conduct user acceptance testing
 - Define production functional and user acceptance testing scenarios and success criteria
- Provision Production environment servers at VENDOR's direction

Stabilization Phase

During the Stabilization Phase, the developed FIM 2010 R2 Solution Architecture is deployed into the production environment based on the functional specification and build document. The Management Agents are fully deployed and configured, the FIM 2010 R2 connector space is populated, and the solution is deployed into a production pilot. During the production pilot, the system is tested and validated based on the customer defined user acceptance testing scenarios. These scenarios are intended to showcase the functional requirements, processes, and workflows, but are intended to be done in a limited scope of users and/or groups. Taking this approach guards from the potential effect of bugs that may exist that may be highly impactful in the production environment. Once the user acceptance testing is completed, the Stabilization Phase moves to the Deployment Phase. It is estimated that the Stabilization Phase will be conducted over 8 weeks.

VENDOR expects that appropriate PTC resources will be available, and participate at VENDOR's direction.

Key VENDOR Activities

- Deploy FIM 2010 R2 Solution Architecture based on FIM 2010 R2 Functional Specification in Production Environment
 - Deploy and configure production SQL Services
 - Deploy and configure FIM 2010 R2 Services
- FIM 2010 R2 Synchronization Service
 - Migrate Management Agent configuration and corresponding code from the Development Environment
 - Populate the FIM 2010 R2 connector space from Management Agent connectors
 - Implement auditing and reporting
- Conduct functional testing
- Assist in pilot and user acceptance testing with approved scenarios in production
- Stabilize environment, and refine any development or major “show-stopper” bugs determined in the user acceptance testing

Key PTC Activities

- Participate in FIM 2010 R2 Solution Architecture based on FIM 2010 R2 Functional Specification in Production Environment
- Participate in functional testing
- Conduct pilot and user acceptance testing with approved scenarios in production
- Approve Production Environment

Deployment Phase

The Deployment Phase occurs once the stabilization of the environment is complete, and user acceptance testing has been conducted and accepted. Once the production environment is fully configured in the Deployment Phase and the solution is transitioned to production operations with PTC's FIM 2010 R2 administration team, VENDOR will provide an additional 2 weeks of post-deployment operational support to this team, as well as in-depth knowledge transfer and informal training. The Deployment Phase is estimated to be conducted over 4 weeks.

VENDOR expects that appropriate PTC resources will be available, and participate at VENDOR's direction.

Key VENDOR Activities

- Fully implement all Management Agents

- Implement all joining/provisioning rules
- Document operational management processes and procedures for deployed environment
- Conduct functional testing
- Participate in final user acceptance testing
- Transition Production Operations to PTC team
- Provide 2 weeks of post-deployment operational support and knowledge transfer

Key PTC Activities

- Participate in final production configuration of FIM 2010 R2 Solution Architecture
- Review and approve operational management processes and procedures for deployed environment
- Participate in functional testing
- Conduct final user acceptance testing
- Approve Production Deployment
- Transition Production Operations to appropriate PTC members

Support Phase

After completion of the deployment phase, VENDOR will support the infrastructure as follows:

- Support FIM 2010 R2 Development and Production Environment
 - Support overall FIM 2010 R2 Architecture in a Development environment, based on the FIM 2010 R2 Architectural Design Document
 - Support Management Agents in Development Environment
- Active Directory Management Agent (PTC’s Active Directory Forest)
- Oracle Management Agent (Banner)
- Office 365 Provisioning (DirSync Server)
- Password Synchronization (ADFS 2.0)
 - Support object joining, provisioning, and deprovisioning policies for Staff/Faculty, Students, and Parents/Guardians.

Support required Synchronization Rules

Support required Workflows

Support required Management Policy Rules

Support required Sets.

- Support a Password Synchronization Processes

- Support audit reporting capabilities and reports

Timeline

It is estimated that this engagement will be performed over a 24-26 week period and will include the phases noted in this Statement of Work. The actual timeline for this engagement will be relative to the project start date, and all dates and durations provided are estimates only.

Key Service Deliverables and Acceptance Process

Key Project Service Deliverables

The following is a list of the key project Service Deliverables that will be produced within the scope of this SOW and which must be formally reviewed and accepted under the process described in Section 2.3.2.

Table 3: Key Project Service Deliverables Project Phase Service Deliverable Name Service Deliverable Descriptions Acceptance Criteria Envision/Plan FIM 2010 R2 Architecture Design

Document Microsoft Word Document which contains the detailed architectural design description, and corresponding Microsoft Visio diagrams that meets the requirements outlined by PTC FIM 2010 R2 Architecture Design document contains the detailed FIM 2010 R2 Architecture Design Build FIM 2010 R2 Functional Specification and Build Document Microsoft Word Document which contains specific configuration settings, management agent development code, as well as step-by-step deployment and configuration instructions for the production environment FIM 2010 R2 Functional Specification and Build Document contains sufficient information and instruction detail to deploy and configure the production environment Stabilize FIM 2010 R2 Production Environment deployed and configured for stabilization and testing The Production FIM 2010 R2 Solution architecture is deployed and FIM 2010 R2 Production Environment deployed sufficiently to conduct Project Phase Service Deliverable Name Service Deliverable Descriptions Acceptance Criteria configured based on the Functional Specification and Build document, and is configured to manage a small sub-set of users and groups for Pilot and testing Pilot and testing Deploy FIM 2010 R2 Production Environment fully deployed and configured The Production FIM 2010 R2 Solution architecture is fully deployed and configured based on the Functional Specification and Build document, and is configured to manage all users and groups based on the design FIM 2010 R2 Production Environment is fully deployed based on the Functional Specification and Build Document Deploy FIM 2010 R2 Operational Management process and procedures document Microsoft Word document which contains recommended operational management processes and procedures for the PTC team FIM 2010 R2 Operational Management process and procedures document contains daily, weekly, and monthly recommended operational processes and procedures for managing the FIM 2010 R2 environment Support FIM 2010 R2 Environment maintained and supported FIM 2010 will be maintained and supported to Microsoft's best practice recommendations Support for FIM 2010 R2 infrastructure as required by PTC Service Deliverable Acceptance Process

At specified milestones throughout the project, we will submit completed project Service Deliverables for your review and approval. Within 5 business days from the date of submittal, you must either

- (i) Accept the Service Deliverable by signing, dating, and returning the Service Deliverable Acceptance Form (see Exhibit section), or
- (ii) Provide a written notice rejecting the Service Deliverable, including a single and complete list describing every reason for your rejection.

Service Deliverables shall be deemed accepted unless you provide a written rejection notice as described above. Your use or partial use of a Service Deliverable will constitute acceptance of that Service Deliverable.

VENDOR will correct problems with a Service Deliverable that are identified in the written rejection notice, as described above, and within the scope of the Service Deliverable, after which the Service Deliverable will be deemed accepted. Problems that are outside the scope of a Service Deliverable, and feedback

provided after a Service Deliverable has been deemed accepted will be addressed as a potential change of scope pursuant to the Change Management process outlined in this SOW.

Project Governance Approach

The VENDOR Project Manager will work in conjunction with your Project Manager to facilitate the project governance activities outlined in this approach.

Communication Plan

The following will be used to provide formal communication during the course of the project:

- The VENDOR Project Manager, working in conjunction with the PTC Project Manager, will compile weekly status reports for distribution to both PTC and VENDOR management
- Weekly status meetings will be held to review the project's overall status, the acceptance of deliverables, the project schedule, and open issues noted in the status report

Issue/Risk Management Procedure

The following general procedure will be used to manage active project issues and risks during the project:

- Identify: Identify and document project issues (current problems) and risks (potential events that impact the project)
- Analyze & Prioritize: Assess the impact and determine the highest priority risks and issues that will be managed actively
- Plan & Schedule: Decide how high-priority risks are to be managed and assign responsibility for risk management and issue resolution
- Track & Report: Monitor and report the status of risks and issues and communicate issue resolutions
- Control: Review the effectiveness of the risk and issue management actions

Active issues and risks will be monitored and reassessed on a weekly basis. Mutually agreed upon issue escalation and risk management processes will be defined at the outset of the project.

Change Management Process

As a standard practice around good project management, maintaining project scope is a continuous effort on both VENDOR's and PTC's part. The statements and assumptions made in the SOW herein represent the single, mutually agreeable, and authoritative definitions for the scope of this project. Moreover, all the information contained within this SOW is considered to be the factual and accurate representation of the environment, state, needs and requirements PTC mutually agreed to and/or expressed or implied around the migration scope. If over the course of this project, VENDOR finds that the information used as the basis for this SOW is inaccurate, incorrect, incomplete, invalid or the scope of the project changes for reasons otherwise outside of VENDOR's control, it is VENDOR's responsibility to notify PTC accordingly, so corrective measures can be made. VENDOR will determine whether scope concessions or change orders are appropriate,

and will work in collaboration with PTC to reasonably and mutually proceed with project activities accordingly.

As it relates to the context of this project, corrective measures that include moves, additions or changes (MACs) will be closely monitored, evaluated and responded to by the VENDOR project manager. VENDOR will track such requests separately in its incident and project management system for triage, appropriate/applicable contextual scope alignment, and may possibly result in a quote or estimate for PTC review and/or approval. PTC will be given adequate time and information to evaluate such MACs, with the usual understanding that the aforementioned may influence time, budget resources and/or milestones previously agreed upon.

Any additional cost or credit to PTC resulting from a change in the scope of work shall be by mutual agreement of PTC and VENDOR. No additional services shall be allowed for changes related to this project and the SOW herein unless the work changes the project duration, material

deliverables, staffing resource demands, or otherwise at VENDOR's discretion, for the services as described in this proposal. Upon identification of any move, add or change request, VENDOR will allow the submission of a Change Order form, which can be found at the bottom of the document. Depending on the nature of the Change Order, VENDOR will provide PTC with a proposal amendment, or an entirely new proposal.

Whenever there is a conflict between the terms and conditions set forth in a fully signed Change Order and those set forth in this SOW or a prior fully signed Change Order, the terms and conditions of the most recent fully signed Change Order shall prevail.

During the project, either party may request, in writing, additions, deletions, or modifications to the services described in this SOW ("change request").

For all change requests, regardless of origin, VENDOR shall submit to Customer VENDOR's standard Change Request Form (Appendix A in this SOW), which shall describe the proposed change(s) to the project, including the impact of the change(s) on the project scope, schedule, fees, and expenses.

For all change requests which Customer originates, VENDOR shall have a minimum of 5 business days from receipt of the change request to research and document the proposed change, and prepare the Change Request Form.

Customer shall have 5 business days from your receipt of a completed Change Request Form to accept the proposed change(s) by signing and returning the Change Request Form. If Customer does not sign and return the Change Request Form within the time period prescribed above, the change request will be deemed rejected and VENDOR will not perform the proposed change(s).

No change to this project shall be made unless it is requested and accepted in accordance with the process described in this section. VENDOR shall have no obligation to perform or commence work in connection with any proposed change until a Change Request Form is approved and signed by the designated Project Managers from both parties.

Escalation Process

The VENDOR Project Manager will work closely with the Customer Project Manager, Sponsor, and other designees to manage Project issues, risks, and Change Requests, as described in Section "Change Management Process" above. The standard escalation process for review and approval and/or dispute resolution is as follows:

Escalation Path

- Project Team member (VENDOR or Customer)
- Project Manager (VENDOR or Customer)
- Executive Support (VENDOR or Customer)

Project Completion

The project will be considered complete when any of the following conditions is met:

1. All of the service deliverables identified within this SOW and any Change Requests accepted pursuant to the Change Management Process defined in this document, delivered and accepted or deemed accepted; or
2. The fee provisions of the Work Order have been met; or
3. This SOW is terminated pursuant to the provisions of the agreement.

Project Organization and Staffing

Project Organization Structure

This section describes the overall project organization structure, reporting relationships, and key project roles.

Project Roles and Responsibilities

This section provides a brief description of key project roles and responsibilities.

Customer Project Roles and Responsibilities

Role	Responsibilities
PTC Project Sponsor	<ul style="list-style-type: none"> ▪ Makes key project decisions, assists in escalating unresolved issues to the Executive Steering Committee, and clears project roadblocks
PTC Project Manager	<ul style="list-style-type: none"> ▪ Primary point of contact for VENDOR team ▪ Responsible for managing and coordinating the overall project ▪ Responsible for resource allocation, risk management, project priorities, and communication to executive management ▪ Manages day-to-day activities of the project ▪ Coordinates the activities of the team to deliver deliverables according to the project schedule
PTC FIM Technical Lead	<ul style="list-style-type: none"> ▪ Primary technical point of contact for the team that is responsible for technical architecture and code deliverables for the FIM 2010 R2 solution and ultimate ownership of FIM IDM
PTC Active Directory Technical Lead	<ul style="list-style-type: none"> ▪ Primary technical point of contact for the team that is responsible for all Active Directory management and administration. ▪ Create necessary Active Directory accounts required for FIM 2010 R2 ▪ Assign necessary permissions in Active Directory for FIM

	<p>2010 R2 Service Accounts</p> <ul style="list-style-type: none"> Facilitate any necessary Active directory object, or attribute updates as required
PTC Banner Lead	<ul style="list-style-type: none"> Primary technical point of contact for the team that is responsible for technical integration between FIM 2010 R2 and Banner
PTC Infrastructure Technical Lead	<ul style="list-style-type: none"> Primary technical point of contact for the team that is responsible for all server provisioning and deployment, as well as network infrastructure configuration and deployment (IP Addressing, Firewalls, network access, etc.)
PTC Security Officer	<ul style="list-style-type: none"> Primary point of contact for the team that is responsible for all PTC security policies, processes, and procedures.

VENDOR Project Roles and Responsibilities

Role	Responsibilities
VENDOR Project Manager	<ul style="list-style-type: none"> Responsible for deliverable quality and Customer's overall satisfaction with VENDOR's services Single point of contact for billing issues, personnel matters, contract extensions, and VENDOR project status Responsible for managing and coordinating the overall VENDOR project Responsible for VENDOR resource allocation, risk management, project priorities, and communication to executive management Manages day-to-day activities of project

	<ul style="list-style-type: none"> ▪ Coordinates the activities of the team to deliver deliverables according to the project schedule ▪ Gather and assemble all project management plans, project status reports, and project performance reports
<p>VENDOR Project Technical Lead & FIM Consultant</p>	<ul style="list-style-type: none"> ▪ Provide technical oversight ▪ Verifies whether VENDOR recommended practices are followed ▪ Responsible for overall FIM 2010 R2 IDM solution design ▪ Responsible for overall FIM 2010 R2 development and configuration ▪ Assist in FIM 2010 R2 stabilization and deployment ▪ Responsible for FIM 2010 R2 functional testing ▪ Assist in FIM 2010 R2 User Acceptance Testing ▪ Responsible for MSFT DirSync Deployment ▪ Responsible for ADFS 2.0 Deployment

Responsibilities and Project Assumptions

General Customer Responsibilities

Delivery of VENDOR's services depends upon, among other things, the following:

- Customer's involvement in all aspects of the services
- Customer's ability to provide accurate and complete information, as needed
- Customer's timely and effective completion of the responsibilities, as identified herein
- The accuracy and completeness of the assumptions, identified below
- Timely decisions and approvals by Customer's management
- Customer's completion of site readiness activities in provisioning of the Development and Production Environments

In addition to any Customer activities identified elsewhere in this SOW, Customer will perform or provide the following:

- Work with the VENDOR Project Manager to deliver the Project on schedule
- Manage Project plan(s), schedules, etc.
- Make key day-to-day decisions and provide a single point of contact
- Accept deliverables
- Provide personnel who are knowledgeable about the current Customer systems
- Provide business user representatives as required by the project plan
- Provide all test cases, test data, procedures, and personnel needed to conduct the acceptance testing of the solution, including interfaces
- Provide access to all necessary Customer work sites, systems logon and passwords
- Provide access to other materials and resources as needed, and as advised by us in advance

- Provide suitable work spaces with desks, chairs, telephones, etc.
- Provide LAN connections giving the VENDOR team access to the Internet and e-mail
- Assume responsibility for management of all non-VENDOR managed vendors
- Provide access with proper licenses to all necessary tools and third party products required for VENDOR to complete its assigned tasks
- Acquire and install the appropriate server capacity required to support the development and test environments as defined in the scope section of this SOW
- Provide Administrative User Account credentials for systems FIM 2010 R2 will connect to
- Provide sufficient permissions for FIM 2010 R2 Service Accounts in connected systems for object synchronization
- Provide network access (firewall permissions etc.) to systems FIM 2010 R2 will connect to
- Provide Office 365 for EDU Delegated Admin Account
- Provide Access to the ADFS and DirSync Servers
- All Customer business and technical requirements will be decided and approved during the Envision and Plan phase

In performing services under this SOW, VENDOR will rely upon any instructions, authorizations, approvals, or other information provided by Customer's Project Manager or personnel duly designated by Customer's Project Manager.

Project Assumptions

The Services, fees, and delivery schedule for this project are based on the following assumptions:

- Development and Production Environments will be available to VENDOR within the timeframe stated in the Environments section in scope. Failure to complete all site readiness activities that are required for VENDOR to deliver its services according to the agreed upon project schedule may result in project delays requiring Change Orders to this SOW as well as additional project costs
- FIM 2010 R2 will be deployed utilizing "Out of the box" capabilities. No custom code for Management Agents, Workflows, or Reporting will be written
- PTC will be involved in the Resource selection process.
- PTC Personnel will be available to perform tasks assigned by the PTC Project Manager
- If the project schedule requires VENDOR's resources to perform dedicated services at Customer's site, VENDOR will require a Change Order that is agreed by both the PTC Project Manager and the VENDOR Project Manager
- Throughout the project, VENDOR will submit requests for decisions or feedback for Customer to complete. Decisions are assigned due dates, and it is assumed that Customer will provide the required feedback or make decisions on either the due date agreed upon or (3) business days from the date of submittal. If a decision or feedback is not provided within the due date or (3) business days, it will be addressed as a potential change of scope pursuant to the Change Management process outlined in this SOW.
- FIM and DirSync Support on an annual maintenance and support

Requirements for All BID Responders:

Microsoft Certifications required:

- Server Platform Certified
- Devices and Deployment Certified
- Identity and Access Certified

- Management and Virtualization Certified
- Mobility Certified
- Cloud Accelerate Partner

Requirements to be fulfilled by Participating Partner:

- Gold Competency Certified for at least 5 Years in a Row
- Should be a Tier 3 Microsoft Cloud Champion
- Should have at least 3 Microsoft-badged FTE’s on staff (2 Engineer’s and 1 Manager Resource)
- Should have FIM/Banner Expert on Staff

References to be provided in BID:

- Provide 2 Client references of 500 User and above Migrations

Appendix B: Testing Success Criteria

Testing and Success Criteria Directory Synchronization # Global Address List is current and up-to-date in the cloud # Relevant Properties for a subset of user accounts in Active Directory appear in Office 365

AD FS 2.0

Users use their existing Active Directory corporate credentials (User Principal Name and password) to access services in Office 365 for enterprises Rich Coexistence # Mail routing between on-premises and cloud-based organizations # Mail routing with a shared domain namespace. For example, both on-premises and cloud-based organizations use the @contoso.com SMTP domain. # Free/busy and calendar sharing between on-premises and cloud-based organizations # The ability to move existing on-premises mailboxes to the cloud-based organization # Message tracking, MailTips and multi-mailbox search between on-premises and cloud-based organizations # The ability to off board a mailbox

SMTP Relay

Relaying properly works between mail enabled application and the test cloud user Pilot Migration* Users have access in Cloud to Mail, Calendar, Contacts and Tasks # Users have Send/Receive As and Full Mailbox permissions manually recreated on the Cloud # Users are able to access Mail items on handhelds (Mail, Calendar, Contacts and Tasks)

Questions:

Deadline for receipt of questions regarding this Solicitation:
 March 7, 2013 -5:00pm – **Written Only!**

To submit questions or request additional information, send your written question/request to be received in Piedmont Technical College’s Procurement Office no later than the date and time shown above.

Send Questions to:	Mail:	Piedmont Technical College Kevin Wells PO Drawer 1467 Greenwood, SC 29648
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Email: wells.k@ptc.edu
Phone: (864) 941-8314
Fax: (864) 941-8313

Mark Envelopes, faxes or emails: Questions: PTC-253

I. Scope of Solicitation

Scope

The purpose of this solicitation is to provide a source or sources for goods or services as listed herein. The contract is for a one time purchase and installation.

Type of Contract

A contract will be awarded by the Piedmont Technical College Procurement Office in the form of a purchase order for the items indicated and in accordance with the provisions and conditions of this solicitation.

II. Instructions to Offerors

A. General Instructions

AMENDMENTS TO SOLICITATION (JUL 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors which have received a bid package will receive a copy of any amendments issued. (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

AWARD NOTIFICATION (JUL 2006) Notice regarding the College's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (JUL 2006) By submitting Your Bid, Quotation or Proposal, You are offering to enter into a contract with Piedmont Technical College. 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.

BOARD AS PROCUREMENT AGENT (JUL 2006) (a) Authorized Agent. All authority regarding the conduct of 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. (b) Purchasing Liability. The Procurement Officer is an employee of Piedmont Technical College acting on behalf of the College pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the College.

SUBMISSION OF OFFER: Offers must be received in the Procurement office in a sealed envelope by date and time stated on cover page.

DEADLINE FOR SUBMISSION OF OFFER (JUL 2006) 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 bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DEFINITIONS (JUL 2006) Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

- (1) AMENDMENT - means a document issued to supplement the original solicitation document.
- (2) BOARD - means the South Carolina Budget & Control Board.
- (3) BUYER - means the Procurement Officer.
- (4) COLLEGE – means Piedmont Technical College
- (5) 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.
- (6) OFFER - means the bid, proposal or quotation submitted in response this solicitation. The terms “Bid” and “Proposal” and “Quotation” are used interchangeably with the term “Offer.”
- (7) 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.”
- (8) PROCUREMENT OFFICER - means the person, or his successor, identified as such on the Cover Page.
- (9) YOU and YOUR - means Offeror.
- (10) SOLICITATION - means this document, including all its parts, attachments, and any Amendments.
- (10) STATE - means the Using Governmental Unit(s) identified on the Cover Page.
- (11) SUBCONTRACTOR - means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.
- (12) USING GOVERNMENTAL UNIT - means the unit(s) of government identified as such on the Cover Page.

DUTY TO INQUIRE (JUL 2006) 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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State’s attention.

OFFEROR’S RESPONSIBILITY: Additionally, each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this solicitation or to the contract.

OMIT TAXES FROM PRICE (JUL 2006) Do not include any taxes in Your price that the College may be required to pay.

PUBLIC OPENING (JUL 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (JUL 2006) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. 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. (b) The College 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.

AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing from the College’s Procurement Office. The Procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

RESPONSIVENESS / IMPROPER OFFERS (JUL 2006) (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. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(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 College 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) Unbalanced Bidding. The College 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 college even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JUL 2006) By submitting an Offer, You agree not to discuss this procurement activity in any way with any party except members of the College's procurement office or other parties designated in this solicitation. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

SIGNING YOUR OFFER (JUL 2006) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

BID ACCEPTANCE PERIOD (JUL 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JUL 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JUL 2006)

(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 college, the Procurement Officer may terminate the contract resulting from this solicitation for default.

DRUG FREE WORK PLACE CERTIFICATION (JUL 2006) 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.

ETHICS ACT (JUL 2006) By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - Section 8-13-705, (b) Recovery of kickbacks - Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150

REJECTION/CANCELLATION (JUL 2006) The College may cancel this solicitation in whole or in part. The College may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

STATE OFFICE CLOSINGS (JUL 2006) 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 College offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference

TAXPAYER IDENTIFICATION NUMBER (JUL 2006) (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JUL 2006) 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.

SUBMITTING CONFIDENTIAL INFORMATION (JUL 2006) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the College may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Piedmont Technical College, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the College withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JUL 2006) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number,

and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JUL 2006) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$50,000.00 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. 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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. 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. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with State Minority Firms.

B. Special Instructions

Bidding Instructions:

Bid as specified.

Include shipping/delivery cost.

Include quote for annual service/maintenance cost.

INCLUDE TOTAL BID AMOUNT

\$ _____

S.C. RVP & SC/US PREFERENCES

SOUTH CAROLINA RESIDENT VENDOR PREFERENCE: A vendor is considered to be a resident of this state if the vendor is authorized to transact business within the state, *maintains an office in the state, maintains an inventory for expendable items which are representative of the general type of commodities on which the bid is submitted and located in South Carolina at the time of the bid having a total value of ten thousand dollars or more based on the bid price, but not to exceed the amount of the contract, or is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and has paid all assessed taxes. (RE: Section 11-35-1524 of the South Carolina Procurement Code).

I certify that I am a resident vendor meeting all qualifications as defined in Section 11-35-1524 of the South Carolina Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of award on this bid.

In order to make claim for this preference in the award of this bid, the person signing the bid must place their initials here: _____.

*Address phone # of S.C. Office. (Must be completed if making claim)

_____ Phone #:

SC/US MADE, MANUFACTURED OR GROWN END-PRODUCT PREFERENCE: By signing this bid and checking the appropriate space(s) provided and identified on the bid pricing schedule, vendor certifies that the end-product(s) as shown in this bid are either made, manufactured or grown in South Carolina or other states of the United States. (RE: 11-35-1524))

NOTE: THESE DO NOT APPLY TO A VENDOR OF GOODS WHETHER IN QUANTITY OR NOT WHEN THE PRICE OF A SINGLE UNIT IS MORE THAN THIRTY THOUSAND DOLLARS (\$30,000.00), whether or not more than one unit is bid or offered or to any solicitation, bid, offer or procurement where the contract award is less than \$10,000.

NOTICE – IMPORTANT INFORMATION PERTAINING TO PREFERENCES –

SC RVP & SC Made Preferences have been increased to 7% effective June, 1997. If a bidder has not requested the preferences he will neither be entitled to claim any preference against another bidder nor will he be protected from application of another bidder's claim to a preference against his bid in determining contract award.

IX. Attachments to Solicitation

- 1. Standard solicitation provisions and general contract clauses**
- 2. I-312 – Non Resident Taxpayer Registration Affidavit**
- 3. Bidder's checklist**

**STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES
FOR
Piedmont Technical College**

STANDARD SOLICITATION PROVISIONS
=====

INSTRUCTIONS TO BIDDERS:

WHEN SPECIFICATIONS OR DESCRIPTIVE LITERATURE ARE SUBMITTED WITH YOUR INVITATION FOR BID, ENTER BIDDER'S NAME THEREON.

SUBMIT YOUR SIGNED BID ON THIS FORM. SHOW BID NUMBER ON ENVELOPE AS INSTRUCTED. THE COLLEGE ASSUMES NO RESPONSIBILITY FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES.

DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE. IF DIRECTING ANY OTHER CORRESPONDENCE ADDRESS THE ENVELOPE TO THE PROCUREMENT OFFICER, BUT

DO NOT INCLUDE THE BID NUMBER ON THIS ENVELOPE SINCE IT DOES NOT INCLUDE YOUR BID.

BY SUBMISSION OF A BID, YOU ARE GUARANTEEING THAT ALL GOODS AND/OR SERVICES MEET THE REQUIREMENTS OF THE BID DURING THE CONTRACT PERIOD.

UPON SUBMISSION OF A BID BY A STATE AGENCY, THE PROCUREMENT OFFICER WILL COMPUTE A 6% SALES/USE TAX TO THE NON-STATE AGENCY BIDS WHEN APPLICABLE (SERVICE/LABOR EXCLUDED) IN DETERMINING THE LOW BIDDER. THIS PROCEDURE IS NECESSARY BY S.C. TAX COMMISSION SALES AND USE TAX REGULATION 117-174-95.

UNIT PRICE GOVERNING: UNIT PRICES WILL GOVERN OVER EXTENDED PRICES UNLESS OTHERWISE STATED IN BID INVITATION.

BIDDERS QUALIFICATION: BIDDERS MUST, UPON REQUEST OF THE COLLEGE, FURNISH SATISFACTORY EVIDENCE OF THEIR ABILITY TO FURNISH PRODUCTS OR SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THESE SPECIFICATIONS. THE COLLEGE'S PROCUREMENT DEPARTMENT RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION AS TO THE BIDDER'S ABILITY TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED HEREIN.

RISK OF LOSS: THE CONTRACTOR SHALL ASSUME ALL RISK OF LOSS, AND SHALL MAINTAIN INSURANCE COVERAGE ON ALL ITEMS INSTALLED, UP TO THE TIME OF FINAL ACCEPTANCE.

AWARD CRITERIA: THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER(S) WHOSE BID MEETS THE REQUIREMENTS AND CRITERIA SET FORTH IN THE INVITATION FOR BID.

REJECTION: THE COLLEGE RESERVES THE RIGHT TO REJECT ANY BID THAT CONTAINS PRICES FOR INDIVIDUAL ITEMS OR SERVICES THAT ARE UNREASONABLE WHEN COMPARED TO THE SAME OR OTHER BIDS IF SUCH ACTION IS IN THE BEST INTEREST OF THE COLLEGE.

ORDER OF PRECEDENCE: IN THE EVENT OF INCONSISTENCY BETWEEN PROVISIONS OF THIS SOLICITATION, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PRECEDENCE IN THE FOLLOWING ORDER: (A) BID PRICING SCHEDULE, (B) BID SPECIFICATIONS, (C) STANDARD SOLICITATION PROVISIONS/GENERAL CONTRACT CLAUSES, WHETHER INCORPORATED BY REFERENCE OR OTHERWISE, (D) SPECIAL SOLICITATION PROVISIONS/SPECIAL CONTRACT CLAUSES AND (E) INSTRUCTIONS TO BIDDERS.

CORRECTION OF ERRORS ON THIS BID FORM: 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. ERASURES OR USE OF TYPEWRITER CORRECTION FLUID MAY BE CAUSE FOR REJECTION. NO BID SHALL BE ALTERED OR AMENDED AFTER SPECIFIED TIME FOR OPENING.

INDEMNIFICATION: PIEDMONT TECHNICAL COLLEGE, ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL BE HELD HARMLESS FROM LIABILITY FROM ANY CLAIMS, DAMAGES, AND ACTIONS OF ANY NATURE ARISING FROM THE USE OF ANY MATERIALS FURNISHED BY THE CONTRACTOR, PROVIDED THAT SUCH LIABILITY IS NOT ATTRIBUTABLE TO NEGLIGENCE ON THE PART OF THE USING AGENCY OR FAILURE OF THE USING AGENCY TO USE THE MATERIALS IN THE MANNER OUTLINED BY THE CONTRACTOR IN DESCRIPTIVE LITERATURE OR SPECIFICATIONS SUBMITTED WITH THE CONTRACTOR'S PROPOSAL.

RECORDS RETENTION & RIGHT TO AUDIT: THE COLLEGE SHALL HAVE THE RIGHT TO AUDIT THE BOOKS AND RECORDS OF THE CONTRACTOR AS THEY PERTAIN TO THIS CONTRACT, BOTH INDEPENDENT OF, AND PURSUANT TO, S.C. CODE SECTION 11-35-2220. SUCH BOOKS AND RECORDS SHALL BE MAINTAINED FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF FINAL PAYMENT UNDER THE CONTRACT.

THE COLLEGE MAY CONDUCT, OR HAVE CONDUCTED, PERFORMANCE AUDITS OF THE CONTRACTOR. THE STATE MAY CONDUCT, OR HAVE CONDUCTED, AUDITS OF SPECIFIC REQUIREMENTS OF THIS BID AS DETERMINED NECESSARY BY THE COLLEGE.

PERTAINING TO ALL AUDITS, CONTRACTOR SHALL MAKE AVAILABLE TO THE COLLEGE ACCESS TO ITS COMPUTER FILES CONTAINING THE HISTORY OF CONTRACT PERFORMANCE AND ALL OTHER DOCUMENTS RELATED TO THE AUDIT. ADDITIONALLY, ANY SOFTWARE USED BY THE CONTRACTOR SHALL BE MADE AVAILABLE FOR AUDITING PURPOSES AT NO COST TO THE COLLEGE.

DISCUSSION WITH BIDDERS: DISCUSSION MAY BE CONDUCTED WITH APPARENT RESPONSIVE BIDDERS FOR THE PURPOSE OF CLARIFICATION TO ASSURE FULL UNDERSTANDING OF THE REQUIREMENTS OF THE INVITATION FOR BIDS.

GENERAL CONTRACT CLAUSES

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DEFAULT: IN CASE OF DEFAULT BY THE CONTRACTOR, THE COLLEGE RESERVES THE RIGHT TO PURCHASE ANY OR ALL ITEMS IN DEFAULT IN THE OPEN MARKET, CHARGING THE CONTRACTOR WITH ANY ADDITIONAL COSTS. THE DEFAULTING CONTRACTOR SHALL NOT BE CONSIDERED A RESPONSIBLE BIDDER UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

NON-APPROPRIATIONS: ANY CONTRACT ENTERED INTO BY THE COLLEGE OR ITS DEPARTMENTS, INSTITUTIONS, AGENCIES, POLITICAL SUBDIVISIONS OR OTHER ENTITIES RESULTING FROM THIS BID INVITATION SHALL BE SUBJECT TO CANCELLATION WITHOUT DAMAGES OR FURTHER OBLIGATION WHEN FUNDS ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE TO SUPPORT CONTINUATION OF PERFORMANCE IN A SUBSEQUENT FISCAL PERIOD OR APPROPRIATED YEAR.

CONTRACT ADMINISTRATION: QUESTIONS OR PROBLEMS ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO PIEDMONT TECHNICAL COLLEGE, DIRECTOR OF PROCUREMENT, PO BOX 1467, GREENWOOD, SC 29648.

FORCE MAJURE: THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS IF THE FAILURE TO PERFORM THE CONTRACT ARISES OUT OF CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. SUCH CAUSES MAY INCLUDE, BUT ARE NOT RESTRICTED TO ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, AND UNUSUALLY SEVERE WEATHER BUT IN EVERY CASE THE FAILURE TO PERFORM MUST BE BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. IF THE FAILURE TO PERFORM IS CAUSED BY DEFAULT OF A SUBCONTRACTOR, AND IF SUCH DEFAULT ARISES OUT OF CAUSES BEYOND THE CONTROL OF BOTH THE CONTRACTOR AND SUBCONTRACTOR, AND WITHOUT THE FAULT OR NEGLIGENCE OF EITHER OF THEM, THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS FOR FAILURE TO PERFORM, UNLESS THE SUPPLIES OR SERVICES TO BE FURNISHED BY THE SUBCONTRACTOR WERE OBTAINABLE FROM OTHER SOURCES IN SUFFICIENT TIME TO PERMIT THE CONTRACTOR TO MEET REQUIRED DELIVERY SCHEDULE.

SAVE HARMLESS: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). THE SUCCESSFUL BIDDER SHALL INDEMNIFY AND SAVE HARMLESS PIEDMONT TECHNICAL COLLEGE AND ALL COLLEGE OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL SUITS OR CLAIMS OF ANY CHARACTER BROUGHT BY REASON OF INFRINGING ON ANY PATENT, TRADE MARK OR COPYRIGHT. BIDDER SHALL HAVE NO LIABILITY TO THE COLLEGE IF SUCH PATENT; TRADE MARK OR COPYRIGHT INFRINGEMENT OR CLAIM IS BASED UPON THE BIDDER'S USE OF MATERIAL FURNISHED TO THE BIDDER BY THE COLLEGE.

PUBLICITY RELEASES: CONTRACTOR AGREES NOT TO REFER TO AWARD OF THIS CONTRACT IN COMMERCIAL ADVERTISING IN SUCH A MANNER AS TO STATE OR IMPLY THAT THE PRODUCTS OR SERVICES PROVIDED ARE ENDORSED OR PREFERRED BY THE USER.

QUALITY OF PRODUCT: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). UNLESS OTHERWISE INDICATED IN THIS BID IT IS UNDERSTOOD AND AGREED THAT ANY ITEM OFFERED OR SHIPPED ON THIS BID SHALL BE NEW AND IN FIRST CLASS CONDITION, THAT ALL CONTAINERS SHALL BE NEW AND SUITABLE FOR STORAGE OR SHIPMENT, AND THAT PRICES INCLUDE STANDARD COMMERCIAL PACKAGING. FOR INFORMATION TECHNOLOGY PROCUREMENTS AS DEFINED IN 11-35-310 OF THE PROCUREMENT CODE, IF ITEMS THAT ARE OTHER THAN NEW (I.E. REMANUFACTURED OR REFURBISHED) ARE DESIRED TO BE BID, THE BIDDER MUST OBTAIN WRITTEN PERMISSION TO BID SUCH ITEMS AT LEAST 5 DAYS IN ADVANCE OF BID OPENING FROM THE PERSON TO WHOM INQUIRIES ARE TO BE DIRECTED AS LISTED ON THE FRONT PAGE OF THE INVITATION FOR BID.

SOUTH CAROLINA GOVERNING LAW CLAUSE: THE AGREEMENT AND ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING TO THE AGREEMENT SHALL, IN ALL RESPECTS, BE INTERPRETED, CONSTRUED, ENFORCED AND GOVERNED BY AND UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA. 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 STATE'S CONSTITUTION. AS USED IN THIS PARAGRAPH, THE TERM "AGREEMENT" MEANS ANY TRANSACTION OR AGREEMENT ARISING OUT OF, RELATING TO, OR CONTEMPLATED BY THE SOLICITATION.

TERMINATION: SUBJECT TO THE CONDITIONS BELOW, THE CONTRACT MAY BE TERMINATED FOR ANY REASON BY THE COLLEGE'S PROCUREMENT DEPARTMENT PROVIDING A 30 DAY ADVANCE NOTICE IN WRITING IS GIVEN TO THE CONTRACTOR.

FOR CONVENIENCE - IN THE EVENT THAT THIS CONTRACT IS TERMINATED OR CANCELED UPON REQUEST AND FOR THE CONVENIENCE OF THE COLLEGE WITHOUT THE REQUIRED THIRTY (30) DAYS ADVANCE WRITTEN NOTICE, THEN THE COLLEGE MAY NEGOTIATE REASONABLE TERMINATION COSTS, IF APPLICABLE.

FOR CAUSE - TERMINATION BY THE COLLEGE FOR CAUSE, DEFAULT OR NEGLIGENCE ON THE PART OF THE CONTRACTOR SHALL BE EXCLUDED FROM THE FOREGOING CONDITIONS; TERMINATION COSTS, IF ANY, SHALL NOT APPLY. THE THIRTY (30) DAYS ADVANCE NOTICE REQUIREMENT IS WAIVED AND THE DEFAULT CLAUSE IN THIS BID SHALL APPLY. (SEE CLAUSE NO. 1)

ASSIGNMENT: NO CONTRACT OR ITS PROVISIONS MAY BE ASSIGNED, SUBLET, OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF THE COLLEGE'S PROCUREMENT DEPARTMENT.

AFFIRMATIVE ACTION: THE SUCCESSFUL BIDDER WILL TAKE AFFIRMATIVE ACTION IN COMPLYING WITH ALL FEDERAL AND STATE REQUIREMENTS CONCERNING FAIR EMPLOYMENT AND EMPLOYMENT OF THE HANDICAPPED, AND CONCERNING THE TREATMENT OF ALL EMPLOYEES, WITHOUT REGARD OR DISCRIMINATION BY REASON OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN OR PHYSICAL HANDICAP. THE FOLLOWING ARE INCORPORATED HEREIN BY REFERENCE: 41 C.F.R. 60-1.4, 60-250.4 AND 60-741.4.

ITEM SUBSTITUTION: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). NO SUBSTITUTES WILL BE ALLOWED ON PURCHASE ORDERS RECEIVED FROM THE COLLEGE WITHOUT PERMISSION FROM THE COLLEGE'S PROCUREMENT DEPARTMENT.

RESTRICTIONS/LIMITATIONS: NO PURCHASES ARE TO BE MADE FROM THIS CONTRACT FOR ANY ITEM THAT IS NOT LISTED OR FOR ANY ITEM THAT IS CURRENTLY AUTHORIZED UNDER ANY OTHER CONTRACT AWARDED PRIOR TO THIS CONTRACT.

PURCHASES FROM OTHER SOURCES: THE COLLEGE'S PROCUREMENT DEPARTMENT RESERVES THE RIGHT TO BID SEPARATELY ANY UNUSUAL REQUIREMENTS OR LARGE QUANTITIES OF THE ITEMS

SPECIFIED IN THIS PROPOSED CONTRACT (THE ABOVE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS).

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: ANY CHANGE ORDERS, ALTERATIONS, AMENDMENTS OR OTHER MODIFICATIONS HEREUNDER SHALL NOT BE EFFECTIVE UNLESS REDUCED TO WRITING AND APPROVED BY THE BUYER RESPONSIBLE FOR THIS SOLICITATION AND THE CONTRACTOR. ALL QUESTIONS, PROBLEMS OR CHANGES ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO THE BUYER RESPONSIBLE FOR THIS SOLICITATION, AT THE PHONE NUMBER AND ADDRESS SHOWN ON THE COVER PAGE.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: THE STATE OF SOUTH CAROLINA REQUIRES ALL CONTRACTUAL ACTIVITIES TO BE IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL MANDATES CONCERNING "PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT". ANY CONTRACTOR DOING BUSINESS WITH THE COLLEGE WILL BE REQUIRED TO DOCUMENT COMPLIANCE AND TO SPECIFY PRUDENT PRACTICES USED BY THE CONTRACTOR TO ADDRESS APPLICABLE MANDATES INCLUDING, BUT NOT RESTRICTED TO "THE HAZARD COMMUNICATION STANDARD" OSHA CFR 1910.1200 (SCRR ARTICLE 1,71-1910.1200). BY SUBMISSION OF THIS BID, THE VENDOR AGREES TO TAKE ALL NECESSARY STEPS TO ENSURE COMPLIANCE WITH THESE REQUIREMENTS.

PAYMENT FOR GOODS & SERVICES: PAYMENT FOR GOODS & SERVICES RECEIVED BY THE COLLEGE SHALL BE PROCESSED IN ACCORDANCE WITH SECTION 11-35-45 OF THE SOUTH CAROLINA PROCUREMENT CODE.

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner (s) or Corporate Name of Nonresident Taxpayer:

2. Trade Name (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____
Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____
Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered (check the appropriate box):

The South Carolina Secretary of State or

The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40 (b) (6) (f) (5), I declared that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Signature of Owner, Partner or Corporate Officer) (Seal)

Date:

If Corporate officer state title:_____

(Name-Please Print)

IMPORTANT NOTICE

APPLIES TO NONRESIDENTS ONLY

Bidder/Offeror:
AMENDMENTS

S.C. WITHHOLDING TAX

CODE SECTION 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriations Bill, Part II Amended the Above-Referenced Code Section to eliminate withholding from payments to Nonresident contractors and rental recipients if the Nonresident is registered or registers with the SC Department of Revenue or the SC Secretary of State's Office. The Nonresident must provide an affidavit to whomever they are contracting with to that effect.

The Affidavit will be retained by the entity or person letting the contract to the Nonresident. In the absence of an affidavit being provided, withholding will be required (Contracts—2%, Rental or Royalty Recipients—7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the Nonresident eliminates the requirement to withhold by those letting contracts to Nonresident as well as the posting of the surety bond by the Nonresident. Enclosed is an affidavit and instructions to be used when contracting with Nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the license and registration section at 803 898-5872 or writing the SC Department of Revenue, Registration unit, Columbia, SC 29214-0140.

INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-9-310 (A) (3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00 in any one calendar year.

Code Section 12-9-310 (A) (2) 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.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

TERM AND DURATION OF AFFIDAVIT

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.

BIDDER'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

Review this checklist prior to submitting your bid.
If you fail to follow this checklist, you risk having your bid 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 TO MAKE SURE YOUR BID 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 HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR BID 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 INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

CHECK *AGAIN* TO ENSURE YOUR BID 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 CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

This checklist is included only as a reminder to help bidders 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.

Revision: 07/06